



2230 Marlin Way, Castle Rock, Colorado 80109

OPERATOR/PARTICIPANT CONTRACT (page 1 of 3)

GENERAL TERMS AND CONDITIONS

THE ACCEPTANCE OF THESE DOCUMENTS BY THE PERSON OR PERSONS NAMED HEREON AS PARTICIPANTS SHALL BE DEEMED TO BE AN ACCEPTANCE AND AGREEMENT BY EACH OF THEM TO THIS AGREEMENT.

Thank you for choosing Charter Alliance Group, LLC ("Charter Alliance). To ensure that you understand the conditions of your travel arrangements, please read this Agreement completely. A signed operator/participant contract is required for each charter passenger.

I. RESERVATIONS AND PAYMENTS:

Full payment and this signed Agreement is required prior to travel. If the charter is fully booked when your reservation is received, your payment will be returned within seven (7) days, or with your authorization, we can retain the payment and place your name on a waiting list in case other passengers cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within seven (7) days that your selected flight is fully booked. **ALL PAYMENTS (CHECKS, MONEY ORDERS AND CREDIT CARD DRAFTS) MUST BE MADE PAYABLE TO "FIRST NATIONAL BANK", OUR DEPOSITORY BANK.**

II. CHARTER PRICE AND PAYMENT:

The price for the charter will be as indicated on the "Reservation Form" (page 3) of this contract for the route (leg) indicated on the same. All checks, money orders, and credit card drafts for this travel must be made payable to the "FIRST NATIONAL BANK" (the escrow). Customers paying with a check or money order must return the signed portion of this contract (page 3) along with their payment. Customers paying with a credit card over the phone must read and understand this contract within 24 hours of payment and sign the "Reservation Form" (page 3) prior to boarding the aircraft.

III. RESPONSIBILITIES:

YOUR RESPONSIBILITIES: You are responsible for ensuring that you understand all of the policies, fees and requirements to which you are subject. You must **check-in at least 30 minutes** prior to departure time. Failure to comply with the conditions of this Agreement may result in the loss of your seat to a standby passenger. Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you accept a refund from Charter Alliance, you waive all other remedies.

CHARTER ALLIANCE RESPONSIBILITIES: Charter Alliance as principal is responsible for all services offered in connection with the charter. However, Charter Alliance, unless negligent, is not responsible for personal injury or property damage arising out of or caused by any act or omission on the part of the air carrier. In no event shall any party be liable for consequential damages. Charter Alliance reserves the right to make alterations in the itinerary which do not constitute a major change as hereinafter defined. Charter Alliance shall not be liable for any flight delay resulting in a missed connection. Charter Alliance shall not be responsible for any inconvenience or expense occasioned by such delay. Charter Alliance shall not exchange or refund any lost or stolen travel documents.

AIR CARRIER'S RESPONSIBILITIES: Air carrier shall not be liable for any loss, injury, accident, delay or irregularity which may occur by reason of defect or through the acts or omissions of any person or company performing or rendering any services in connection with the charter other than air carriage.

IV. FLIGHT INFORMATION:

Read your documents carefully for arrival and departure instructions, including terminal information and check-in locations and flight times. Flight times are subject to change.

CHARTER AIR CARRIER: Charter air transportation will be provided by Key Lime Air Corp, D/B/A Denver Air Connection, using a Fairchild Metro 23 aircraft with 16 available seats. Charter Alliance and Key Lime Air reserve the right to substitute an equivalent carrier or aircraft in the event the abovementioned aircraft is unavailable. Charter Alliance and Key Lime Air are separate, unaffiliated companies.

BAGGAGE LIMITATIONS AND CLAIMS: Air carrier baggage liability for baggage loss, damage or delay is limited to provable damages not to exceed \$3,000.00 per ticketed passenger for U.S. domestic travel. Maximum liability, unless excess weight is noted and additional charges paid, is limited to the free weight allowance. All claims should be presented in writing directly to Key Lime Air or its airport representative immediately upon discovery.

V. PACKAGE REVISIONS:

Any changes (other than those subject to cancellation charges listed below) shall be subject to a revision fee of \$25 per reservation, plus any applicable hotel and other supplier charges.

VI. REFUNDS:

If you change your plans, your right to a refund is limited. If you must cancel your reservation or make any change to departure or return flight, or reduce the number in your party, you will receive a refund minus a \$25 administrative fee provided that we are able to resell your ticket or you are able to provide a substitute passenger. **Please note that there are no refunds for cancellations made**



2230 Marlin Way, Castle Rock, Colorado 80109

OPERATOR/PARTICIPANT CONTRACT (page 2 of 3)

GENERAL TERMS AND CONDITIONS (CONT.)

less than 24 hours prior to departure. All requests for refunds must be sent to us in writing.

If you wish to cancel less than 24 hours prior to departure and either you or Charter Alliance provides another paying passenger for the same itinerary (however, Charter Alliance shall not be considered to have provided a replacement passenger unless the full capacity of the trip has been sold out), you will be entitled to a full refund, less a \$25 per passenger charge. Charter Alliance must be informed of the names of replacement passengers prior to departure and reserves the right to deny any revision or replacement. You must confirm your right to all refunds by sending a written request to Charter Alliance. Refunds shall be made within fourteen (14) days of cancellation or substitution. For sales made by credit card, you have the right to a full refund upon your cancellation if you have not yet signed this Agreement. No refunds will be made for missed or unused flights. If you accept a refund, you waive all other rights and remedies under applicable law.

VII. CHARTER ALLIANCE CANCELLATIONS; MAJOR CHANGES; PASSENGER CANCELLATIONS:

If Charter Alliance must cancel the charter, we will notify you in writing within seven (7) days of the cancellation, but in no event later than ten (10) days before the scheduled departure date except for circumstances that make it physically impossible to perform the charter trip. If cancellation occurs less than 10 days before departure, Charter Alliance will notify you as soon as possible, but not later than the scheduled departure date. If the charter is canceled by Charter Alliance, a refund will be made within fourteen (14) days of such cancellation. If you accept a refund, you waive all other rights and remedies under applicable law.

MAJOR CHANGES: If we make major changes prior to departure, you have the right to cancel and receive a full refund. A major change means any of the following: any charter flight delay of more than forty-eight (48) hours; a change in the origin or destination city, unless the change affects only the order in which cities named on the itinerary are visited; or a price increase occurring ten (10) or more days prior to departure and resulting in an aggregate price increase of more than 10%. In no event can we increase your price less than 10 days before departure.

NOTICE: Notice of any cancellation or major change will be given to you in writing within seven (7) days after Charter Alliance knows of such a change or cancellation, but in any event, at least ten (10) days prior to departure. If Charter Alliance first knows of a cancellation or major change less than ten (10) days before the scheduled departure, you will be notified as soon as possible. For all notices required under this Agreement, notifications and refunds are considered made at the time they are mailed or sent by an equivalent method.

REFUND FOR MAJOR CHANGE. Upon notification of a major change prior to departure, you will have the option to cancel without penalty within seven (7) days following the receipt of notification, but in no event later than departure, and full refund will be made to you within fourteen (14) days after cancellation. If notification of a major change is received after departure, you may reject the changed date, origin, or destination of a flight leg and receive a refund of the portion of your payment allocable to the rejected portion of the air transportation within fourteen (14) days after the return date named in the Agreement.

VIII. OTHER:

INSURANCE: Charter Alliance will furnish details to you if you are interested in purchasing trip cancellation, health or accident insurance and you check the space provided for that purpose at the end of this Agreement.

CHARTER SURETY: The name and address of the company issuing the surety instrument applicable to Charter Alliance charter flights is Lincoln General Insurance Company, 150 NW Point Boulevard, Elk Grove Village, IL 60007 ("Surety"). Unless you file any claim you may have with Charter Alliance or, if Charter Alliance is unavailable, with the Surety within sixty (60) days after completion of the last flight in your itinerary (or intended date of completion in the case of a canceled flight), the Surety will be released automatically from all further liability to you.

INTERNATIONAL FLIGHTS: The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be canceled and a full refund will be made to you automatically.

APPLICABLE LAW: It is agreed by and between you and Charter Alliance that all disputes and matters whatsoever arising under or in connection with or incident to this Agreement shall be litigated, if at all, in and before a court located in the State of Colorado, U.S.A., to the exclusion of the courts of any other state or country.

Pursuant to DOT regulations, this contract is required for all charter air program participants.

Please reference the following page (page 3) for your charter itinerary, associated price and required signatures indicating your agreement with the terms and conditions of this Operator/Participant contract.



2230 Marlin Way, Castle Rock, Colorado 80109

OPERATOR/PARTICIPANT CONTRACT (page 3 of 3)

Reservation Form

Pricing / Itinerary:

In accordance with the above contract, _____ is traveling from _____ to _____ on _____. The flight will depart at _____.

Total price for this chartered leg is _____ USD

Payment:

- Verified payment for charter has been received by check, money order or credit card.
- For check or money order payments in advance, please include check or money order payable to "FIRST NATIONAL BANK" for the above amount **along with this signed contract to:**

Key Lime Air Corporation
13252 E. Control Tower Rd
Englewood, CO 80112

Insurance:

- Check here if you would like details regarding trip cancellation, health and accident insurance.

Agreement:

I have read and agree to the terms and conditions of the Operator/Participant Contract above and all of its provisions. I understand that all cancellation charges may be enforced as stated in the Passenger Agreement. I am authorized to act for the passenger listed if he/she is a minor. If paying by credit card, I (we) agree to pay the total amount in accordance with the card issuer agreement.

Signature: _____ Date: _____