

**BRANSON AIREXPRESS PUBLIC CHARTER
OPERATOR-PARTICIPANT AGREEMENT PC# 11-015**

I: GENERAL: This Operator-Participant Agreement (herein, Agreement) sets forth the terms and conditions under which **FlyBranson Travel LLC d/b/a Branson AirExpress** (or BAE) of **4000 Branson Airport Blvd. Hollister, MO 65672**, in return for payment of the amount indicated as the total charter price, agrees to provide to each participant (the "Participant", "Passenger", or "Customer") participation in a charter flight (the "Charter Flight") operated by or through Branson AirExpress. The US Department of Transportation requires all passengers to agree/accept/sign the terms of the Operator Participant Agreement at the time of payment.

II: RESPONSIBILITY: Branson AirExpress, as the principal, is responsible to the Participant for arranging and providing public charter air transportation (charter flights). In the absence of negligence on the part of Branson AirExpress neither Branson AirExpress, nor its agents, servants, employees, or your travel agent assumes responsibility for, and the Participant agrees to release, relieve and hold harmless Branson AirExpress from any claim, action, cause of action, injury, losses or damages arising from: the actions or omissions of third-party contractors supplying services; missed connections; missed ground transportation or car rental expenses; lost or stolen items or baggage, damage, delay of baggage or other property; costs or expenses arising out of injury, accident or death; quarantine; disturbances; governmental restrictions or regulations; inconveniences; loss of enjoyments; loss of pay; disappointment; mechanical breakdown; airport closure; air traffic control restrictions; government action; strike or lockouts; war, terrorism; weather, acts of God, force majeure, or other factors or causes beyond our control.

III: RESERVATIONS AND PAYMENT: Charter Reservations may be made directly by calling **(888)-359-2541** or online at our website at www.BransonAirExpress.com. Full payment is due at time of booking of the flight. Passengers have a right to a copy of this Agreement prior to making payment. For bookings made by calling **(888)-359-2541** or via the Internet, Branson AirExpress accepts MasterCard, Visa and Discover. Participants waive any chargeback rights associated with claims resulting from factors that are not under the control or not the responsibility of Branson AirExpress; however, Participants may cancel the reservation prior to scheduled departure to receive a courtesy credit for future travel on any Branson AirExpress charter services with a payment of a non-negotiable **\$50.00** administrative fee per person. All payments are payable and/or deposited to a charter escrow account at **Shelby Financial, Attn: Michael Glynn, 5 Great Valley Parkway, Suite 110, Malvern, PA 19085, Branson AirExpress's depository bank. Your payments are protected by a surety trust issued by Harleysville National Bank (the Securer)**. Unless you file a claim with Branson AirExpress, or if BAE is unavailable, with the Securer, within 60 days of completion of the charter (or, in the case of cancellation, the intended date of your scheduled return Charter), the Securer will be released from all liability to you under the security agreement. If there is no return flight in your itinerary, completion means the date or intended date of departure of the last flight in your itinerary. All transactions between the Customer and Branson AirExpress shall be solely in United States Dollars; Branson AirExpress is not responsible for any fluctuations in foreign currency exchange rates. Branson AirExpress does have a 24-hour Courtesy Cancel policy which allows the flexibility to make changes to your reservations within 24 hours of purchasing your ticket, without incurring change fees. This includes canceling your reservation and requesting a 100% refund of the ticket price and applies only to tickets booked at

bransonairexpress.com or with Branson AirExpress reservations. The 24-hour timeframe begins at the time the ticket is purchased. Requests for refunds will be credited back to the original form of payment. Group tickets and tickets purchased using cash and gift certificates are excluded. Also, reservations that are being held but have not yet been purchased are excluded.

IV: CHARTER PRICE: Air Only - The quoted charter price includes charter air transportation for the Charter Flight booked with BAE's web site or its toll-free Reservations Department. Fares are one-way and include Federal Excise Tax of 7.5%. Airfares do not include September 11th Security Fees of \$2.50 per person per enplanement, Federal Flight Segment Taxes of \$3.70 per person per flight segment, Fixed Based Operation (FBO) fee of up to \$4.50 per person per enplanement. Fares cost \$11.25 more per person each way when booked by calling 1-888-359-2541 or through BransonAirExpress.com. Tickets purchased at the airport are not subject to this increase in price. Fares are subject to availability at the time of booking, and are subject to change.

Package Prices - **Vacation packages include the 7.5% Federal Excise Tax and all applicable hotel taxes, but do not include September 11 Security Fees, Federal Flight Segment Fees, Passenger Facility Charges, Convenience Fees and Reservations Department fees as described above, rental car option fees and applicable taxes, airport drop-off fees and golf cart rental fees.**

The Passenger is responsible for all incidental expenses during the Charter Flight. One child under the age of 24 months at the time of travel (Lap Child) may occupy the same seat as a ticketed adult passenger for a fee of \$25.00 each way. A birth certificate shall be required upon check in as proof of age of the Lap Child. Branson AirExpress accepts one infant per paying passenger on each Charter Flight. Except for major changes as described below, no refund will be made for services included in the Charter Flight price which are not used. Standard Baggage Service Fees, excess/overweight baggage fees, unaccompanied minor fees, and change fees are not included in the Charter Flight price. Please contact Branson AirExpress for these charges and to arrange such services.

V: CANCELLATIONS, CHANGES OF DATES AND REFUNDS: The price of tickets for Charter Flights is non refundable. Reservations may be changed or cancelled prior to departure to receive courtesy credit towards a future Charter Flight, subject to availability, for a fee of \$50.00 per Passenger. Cancellations prior to departure result in a courtesy flight credit which may be used for travel on Charter Flights up to 365 days from date of original travel, in the amount of the Charter Flight price, less the applicable cancellation fee. Participants who notify Branson AirExpress in advance of departure may cancel their reservations and receive a voucher credit toward future flights after payment of a non-negotiable \$50.00 change fee per passenger. Participants who do not notify Branson AirExpress in advance of their flight forfeit their right to a refund or flight credit for future travel. Voucher credits issued for future charters have no actual cash value. **The right to a refund of a Charter Flight, if changed, is limited** but includes the following rights: a) Participants who pay by a credit card may receive a full refund until an operator-participant contract is signed. b) Participants may receive a full refund, less a \$50 administrative fee, upon providing a substitute Participant to Branson AirExpress, **or upon BAE finding a substitute for you.** Branson AirExpress reserves the right to accept or decline a Passenger as a Participant of a Charter Flight or to change or withdraw a Charter Flight, subject to the provisions in this Agreement regarding major changes or cancellations by the operator. Refunds will be made within 14

days after cancellation or substitution. This applies to Branson AirExpress giving refunds within 14 days if BAE cancels.

VI: BAGGAGE: Passengers are allowed to transport a maximum of three (3) bags for each ticketed passenger (two checked bags and one gate-checked bag). Up to two (2) bags may be checked, dimensions of checked items are not to exceed 62 inches in overall length, width and height and are not to exceed 50 pounds. One (1) gate-checked bag can be transported not to exceed overall dimensions of 45 inches (22" long by 14" height by 9" width) and 30 pounds. In addition, a personal item such as a purse, laptop, reading material, umbrella, backpack, diaper bag or camera case. The gate-checked bag will be checked as a valet bag and will be collected prior to boarding and made available for pickup plane side on debarkation. A non-refundable Standard Baggage Service Charge for checked baggage shall apply for all checked baggage, defined as follows: checked bags declared at the ticket counter upon check-in will be assessed a Standard Baggage Service Charge of \$20.00 each way for the first checked bag and \$25.00 for the second checked bag each way. Overweight baggage shall be assessed the following charges in addition to the Standard Baggage Service Charge (payable at the ticket counter upon check-in): each checked bag weighing over 50 pounds will be assessed a fee of \$50. Oversized items shall be assessed a fee of \$50.00 per item, in addition to the Standard Baggage Service Charge. Additional items presented for check-in beyond the two-item limit shall be accepted solely at the discretion of station management, and are not guaranteed to be transported. An Excess Baggage fee of \$50.00 per item shall apply to any item presented beyond the two-item per-person limit. All baggage fees are nonrefundable. Gate-checked bags will be accepted without fee provided that such baggage meet the size criteria. BAE reserves the right to require an item to be stowed in the checked luggage compartment, subject to Standard Baggage Service Fees and Overweight/Over limit Fees if it cannot be safely stowed in the overhead bin or under the seat directly in front of the ticketed passenger. Special items such as surfboards, bicycles, scuba gear, skiing equipment, snowboard equipment, dry ice or hazard materials are subject to an extra charge of \$50.00 per item if the bag is Overweight Baggage or if the bag exceeds 62 inches in overall length. BAE shall accept one golf bag per ticketed passenger; golf clubs, car seats and strollers shall count towards the ticketed passenger's allotment of two checked items. Car seats and strollers shall be accepted as checked luggage at the gate, if necessary, upon being tagged as a "Paid" item by BAE personnel. If a "Paid" tag is not attached said items shall not be accepted for carriage as checked luggage. Standard Baggage Service Charges will apply to golf bags; Overweight/Excess Baggage Fees may also apply. It is recommended that golf equipment be stored in a hard-sided case for added protection. All golf bags must have a cover that prevents spillage of contents. Excess baggage will be accepted on a space available basis only, as determined by Branson AirExpress in its sole determination. All bags must have outside identification. Small dogs or cats may be accepted on a space-available basis in an FAA-approved carrier that must fit and be stowed under the seat directly in front of the passenger as a ticketed Passenger's gate-checked luggage for a service fee of \$50.00 per pet per flight segment. In accordance with Federal Regulations, air carrier liability for lost, stolen, pilfered, or damaged bags in the carriage of passenger baggage is limited to provable damage not exceeding \$500 (provided the Passenger provides Branson AirExpress with the baggage service report and suitable evidence of the value of the bag and its contents). BAE personnel reserves the right to refuse

carriage/transport of any item presented for checked luggage. Under no circumstances shall Branson AirExpress accept items for carriage that do not accompany a ticketed passenger.

VII: LIABILITY: Branson AirExpress assumes **NO LIABILITY** for any items left by a passenger in the passenger compartment of the aircraft. Branson AirExpress is not liable under any circumstances for loss or damage to money, jewelry, collector's items, silverware, furs, negotiable papers or securities, business documents, eyeglasses, cameras, electronic or computer equipment, photographic equipment, medications, damage to inadequately packaged/overstuffed checked items, and loss or damage of any items packed in such containers or bags; all electronic hardware, software and peripherals; cosmetics, toiletries and personal hygiene products; medications and medical equipment in checked luggage ***(please note that Branson AirExpress assumes NO LIABILITY for medical complications and expenses due to medications and medical equipment being unavailable as a result of being checked while in-flight, or as a result of unavailability of medications, medical equipment and prescriptions packed in checked luggage due to delay, loss of or damage to such checked luggage)***, commercial effects, one-of-a-kind items, works of art, artistic items and statuary, glass items and containers, musical instruments, paper materials, perishables, precision items, recreational and sporting goods (including golf clubs, bags and equipment), toys, infant seats and strollers or other similar valuable items included in a Customer's checked or unchecked baggage with or without knowledge of the carrier. Branson AirExpress is not responsible for damage that does not impair the ability of such luggage to protect the contents inside, and specifically is not liable for superficial damage to luggage arising from normal wear and tear of ordinary handling, including scratches, scuffs, puncture, stains and marks. When Branson AirExpress has exercised its ordinary standard of care, it shall not be liable for spoilage resulting from delay in delivery of perishables, or for damage to or caused by fragile items, liquids or perishables which are unsuitably packed, and which are included in a passenger's checked baggage with or without Branson AirExpress's knowledge. Branson AirExpress assumes no liability for damage to luggage protrusions (including wheels, zippers and zipper pull tabs, handles, straps, feet, hanger hooks, locks, flaps, pockets, pouches and items secured to such luggage by means of straps, cords, tape and other external means). Branson AirExpress assumes no responsibility for property damage or loss resulting from passenger security screening or loss incurred in passenger waiting areas or concourses, or for property not checked solely into Branson AirExpress's custody. Branson AirExpress assumes no liability for damage to locks or luggage, or loss of or damage to contents as a result of search by the TSA or any other government or law enforcement agency. Branson AirExpress shall assume no liability for damage to checked luggage not designed to withstand the customary rigors of air travel. All claims are subject to proof of value, loss and are subject to depreciation. Any baggage problems and/or claims in the case of lost, stolen, damaged or delayed baggage must be reported to a Branson AirExpress airport representative, and written proof of claim must be filed with said representative prior to leaving the airport terminal on the date of arrival, or are to be waived by the passenger.

VIII: CHECK-IN: Check-in is available two (2) hours prior to flight time. All Passengers must check-in no less than one hour prior to the scheduled departure time of a Charter Flight. Passengers must be at the boarding gate in possession of boarding passes no later than 30 minutes prior to departure. Branson AirExpress reserves the right to resell any seat or deny boarding to any passenger not checked in 30

minutes prior to departure, and the Passenger will have no claim against Branson AirExpress for such canceled reservation. Participants will not receive refunds for missed flights or connections. All passengers 18 years of age or older must have valid government issued photo identification, such as a drivers license, state non-operators ID, active-duty military ID or passport. Any Passenger that exhibits disruptive behavior will not be allowed to board, or will be removed from the aircraft.

IX: AIR TRANSPORTATION: Branson AirExpress flights are Public Charters operated by Corporate Flight Management, Inc. and Vision Airlines. Branson AirExpress reserves the right to substitute scheduled air service when necessary at no additional cost and at comparable times, and does not guarantee aircraft type or capacity. Branson AirExpress will make every diligent and reasonable effort to notify all Participants in the event of a schedule change. No refunds or compensation will be given for changes in aircraft type or for substitution of service to a scheduled air carrier.

X: MAJOR CHANGES: If Branson AirExpress makes major changes prior to departure, the Participant shall have the right to cancel the reservation on the Charter Flight and receive a full refund. The following are major changes: (1) a change in the origin or destination city of a Charter Flight, unless the change is only the order in which cities the cities are flown; (2) a change in the departure or return date of a Charter Flight experienced by Branson AirExpress of greater than 48 hours; or (3) a Charter Flight price increase of more than 10% occurring ten or more days before departure of the Charter Flight. In no event may Branson AirExpress change the Charter Flight price less than ten days prior to departure of the Charter Flight. If a major change must be made in a Charter Flight, Branson AirExpress will exercise all reasonable commercial diligence to notify the Passenger within seven days after first of such major change, but in any event at least ten days before schedule departure of the Charter Flight. If a major change occurs less than ten days before the scheduled departure of a Charter Flight, Branson AirExpress will notify the Passenger as soon as possible. **Within seven days after receiving notification of a major change, but in no event later than departure, the Passenger may cancel such Passenger's reservation with Branson AirExpress and will receive a full refund within 14 days after such cancellation. When a major change occurs after departure of the Charter Flight which the Passenger is unwilling to accept, Branson AirExpress will refund to the Passenger, within 14 days after the scheduled return date of the Charter Flight, that portion of the price for such Charter Flight that applies to the services not accepted. Branson AirExpress has no right to cancel a Charter Flight less than 10 days before the scheduled departure date, except for circumstances that make it physically impossible to perform the Charter Flight or causes beyond its control.** If Branson AirExpress must cancel the Charter Flight ten or more days before departure, Branson AirExpress will notify the Passenger in writing within seven days of cancellation, but in any event at least 10 days before the scheduled departure date of the Charter Flight. If Branson AirExpress must cancel the charter less than ten days before the scheduled departure (i.e. for circumstances that make it physically impossible to perform the charter trip or for causes beyond its control), Branson AirExpress shall notify the Passenger as soon as possible and a refund will be made to the participant within fourteen days of such notification. If a Charter flight is cancelled and alternative travel dates are offered and subsequently accepted by the Passenger, Branson AirExpress will re-accommodate that passenger on a future available Branson AirExpress flight.

XI: CUSTOMER SERVICE: Branson AirExpress is committed to providing the best possible customer service. In the rare event that you have cause for dissatisfaction during your flight, we encourage you to write to us at info@flybranson.com, or you may call us toll-free at (888)-359-2541 to discuss this problem with us.

XII: MISCELLANEOUS: The rights and remedies made available under this Agreement are in addition to any of the rights and remedies available under **Missouri** law. The acceptance by a Participant of a refund, or alternative travel arrangements, as provided in this Agreement shall constitute a full and final settlement and release of all other claims or remedies against Branson AirExpress. By executing this Agreement, the Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire agreement between the parties and completely supersedes any prior agreements or representations of Branson AirExpress, verbal or in writing. This Agreement can be amended only in writing in a document signed by both parties. Any oral representation or modifications shall have no force or effect. **Missouri** law shall govern this Agreement. Except for baggage claims as outlined above, any claim against Branson AirExpress must be presented in writing within sixty days of the date of the return flight of a Charter Flight, and Branson AirExpress shall have no obligations or liabilities for any claims presented after said sixty-day period.