



RESERVATION FORM AND OPERATOR-PARTICIPANT CONTRACT

Departure Date: Return Date: Destination: Agency Phone:
Departure Flight#: Return Flight #: ? ADULT ? CHILD ? INFANT ? MALE ? FEMALE
Agency#: Agency Name: Category: R/T [] O/W [] R [] RP []

Last Name: First Name: Second Name:

TRAVEL ENTRY TO: UNITED STATES OF AMERICA CUBA
DOC TYPE [] Passport Country [] Residence [] Other [] Passport Country [] Residence [] Other
DOC NUMBER

Date of Birth: Country of Birth: Mother's Maiden Name: Visa #:

OFAC: [] A1: Government Official [] A4: Visiting Family [] A7: Athletic Fed.
[] A2: Journalist [] A5: International Organization.
[] A3: Specific License. # [] A6: Prof. Res./Conf.
[] B1: Cuban Resident Returning

Address: City: State: Zip:

PUBLIC CHARTER OPERATOR-PARTICIPANT CONTRACT

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE, Cuba Travel Services, Inc. in return for payment of the amount indicated as the total charter price, agree to provide you this charter flight.

RESPONSIBILITY: We, as the principal, are responsible to you for arranging the charter flight, provided however, that in the absence of negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier or other suppliers of any of the services offered in connection with the charter.

RESERVATION AND PAYMENT: Attached to this Agreement is your Reservation Form. We will confirm the reservation within 7 days after receiving the Reservation Form. If the charter flight is fully booked, we will advise you of alternate travel dates. The ticket will be issued only after the reservation is confirmed, and you must pay the full charter price when the ticket is issued. All checks, money orders, and credit card drafts must be made to your travel agent, who in turn must remit payment to Cuba Travel Services, Inc.

CHARTER PRICE: The charter price of \$ represents your cost for a charter flight that departs from to Cuba on and returns from Cuba to on. Airport taxes and excess baggage charges are NOT included in the charter price and will be collected separately.

AIRCRAFT: This flight will be performed by, operating a aircraft with passenger seats. This air carrier reserves the right to substitute equivalent aircraft, if necessary.

INSURANCE: Health insurance is available. If you are interested in receiving more information about this coverage, please advise your travel agent.

BAGGAGE: The air carrier allows each passenger to bring on the flight 44 pounds of baggage (checked and carry-on). For INTERNATIONAL flights, the air carrier's liability for lost or damage bags is limited to the actual value of the baggage, but not more than approximately \$9.07 per pound in the case of checked baggage and \$400.00 per passenger for unchecked baggage. If, however, you declare a higher value for your baggage and pay an additional charge therefore in advance, the air carrier's liability will be higher. You must submit your claim to the air carrier or to us within 3 days of the charter flight. Your claim must include a copy of the Baggage Check. Unless the Baggage Check specifies the actual weight, we will presume that each checked bag weighs 44 pounds. In this case, liability is limited to \$400.00 per checked bag.

SECURITY AGREEMENT: Your payment is protected by a security agreement that we have obtained from Utica Mutual Insurance, Co, New Hartford, New York. Unless you file a claim with us, or, if we are not available, with the Securer within 60 days after the completion of the charter, the Securer will be released from all liability to you under this security agreement.

CANCELLATION AND REFUND: If you cancel your reservation or if you fail to travel on the charter flight, your right to receive a refund is limited, as set forth below:

If your noticed is received: 7 to 3 days before departure Within 3 days before departure At any time, if we are able to resell your seat

You will receive: 50% of the amount paid NO REFUND A full refund less \$25.00 Administrative fee

All request for refunds must be mailed or faxed to Cuba Travel Services, Inc. Refunds will be made within 14 days of receipt of your notification.

We have no right to cancel the charter less than 10 days before departure except in circumstances that make it physically impossible to perform the charter trip. If this occurs, we will notify you as soon as possible but no later than the scheduled departure date. If the charter is cancelled, a full refund will be made to you within 14 days after cancellation.

The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of any payment by you waives any additional remedies.

INTERNATIONAL FLIGHTS: The operation of the charter flight is subject to the Cuban government granting landing rights. If the air carrier cannot obtain landing rights, the flight will be cancelled, and a full refund will be made to you automatically.

I have read and agree to the terms and conditions of the Operator-Participant Contract.I have a reservation for the flight above mentioned.

Signature of Applicant: Date: Passenger's Telephone Number:

PLEASE FILL OUT ONE FORM PER PASSENGER. YOU MUST DELIVER THE ORIGINAL BEFORE DEPARTURE.