

XAEL CHARTERS, INC.**RESERVATION FORM****(ONE FORM PER PASSENGER)***(XAEL needs originals of this form in our office. Those traveling with specific license, please attach a copy.)*

Depart:	Flight:	Return:	Flight:	R/T ____ O/W ____ REG ____ R/P ____
Agency:		Agency #:	Passenger first and middle names:	Sex ()M ()F
Last name:				
Birth Date:	Nationality:	Mother's Maiden name:	Passport # & country of issue:	
O A1 Gov. Officers: _____	A4 Family visit once in every 12 months	A7 Sports Fed: _____		
F A2 Press org: _____	A5 Prof. research _____	A8 Int. Org. _____		
A A3 Specific License # _____	A6 Prof. Meeting: _____	B1 Cuban residents returning to Cuba		
C				
Address:		City:	State:	Zip:

ALIEN CARD # _____ **U.S.A. PASSPORT #** _____

OPERATOR – PARTICIPANT CONTRACT

This Agreement sets forth the terms and conditions under which we, **XAEL CHARTERS, INC., 100 BEACOM BLVD., MIAMI, FL 33135**, 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.

RESERVATIONS AND PAYMENTS: 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 payable to your travel agent, who in turn must remit payment to XAEL CHARTERS, INC.

CHARTER PRICE: The charter price of \$ _____ represents your cost for a charter flight that departs from **MIAMI to HAVANA, CUBA** on _____ and returns from **HAVANA, CUBA** 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 _____ with _____ 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. For international flights, the air carrier's liability for lost or damaged bags is limited to the actual value of the baggage, but no 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 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 baggage 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 either **CITY NATIONAL BANK OF FLORIDA, 25 WEST FLAGLER ST., MIAMI, FL 33130**, or **NORTH FORK BANK, 1001 AVE. OF THE AMERICAS, NEW YORK, NY 10018**. 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 notice is received 7 to 3 days before departure you will receive 50% of the price; within 3 days before departure, there is NO refund. At any time, if we are able to resell your seat, you will receive a full refund, less \$25.00 administrative fee. All requests for refunds must be sent to us in writing or via facsimile. Refunds will be made within 14 days of receipt of your notice of cancellation.

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 not 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 the refund 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 SIGNED UP FOR THE FLIGHT SPECIFIED ABOVE AND ON THE RESERVATION FORM.

Applicant's signature: _____ **Date:** _____ **Phone #:** _____