



## Operator-Participant Agreement Contract

This Operator-Participant Agreement (Agreement) sets forth the terms and conditions under which JetSuiteX, Inc. (“JSX”), 1341 W Mockingbird Ln. #600E, Dallas, TX 75247 (JSX), in return for payment in the amount indicated as the total charter price, agrees to provide you (Participant) with charter air transportation (Charter).

**AIR CARRIERS AND AIRCRAFT:** The Charter will be performed using Embraer EMB-135 and EMB-145 jet aircraft with 30 seats operated by Delux Public Charter, LLC dba JSX Air (“Delux”).

Delux is a direct air carrier certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Part 135. JSX reserves the right to change the aircraft type or capacity, or the air carrier performing the charter flight. No refunds or compensation will be given for such substitutions or changes.

Participant is not guaranteed single plane or non-stop service. If necessary, JSX will make best efforts to provide substitute service at comparable departure times, subject to operational constraints. JSX also reserves the right to substitute scheduled air service when necessary at no additional cost to Participant. If JSX knows in advance of the need for substitute scheduled service, Participant will be notified no less than 72 hours prior to departure or as soon as the need for substitute service is known, and the Participant may either accept the scheduled service or request a full refund of the charter price within 48 hours of notification.

**The origin and destination cities for each flight leg, the dates of the outbound and return flights, and the amount and terms for payment will be printed on the electronic receipt, which is incorporated herein by reference.**

**CHARTER PRICE:** The charter price quoted to Participant includes charter air transportation and all applicable taxes and government imposed user fees for the itinerary booked with JSX. No refund will be made for services included in the ticket price which Participant chooses not to use.

**RESERVATIONS AND PAYMENT:** Full payment and acceptance of this Agreement are required to secure tickets. Credit cards are the only form of payments accepted by JSX. **CREDIT CARD PAYMENTS ARE PROCESSED DIRECTLY INTO JSX’S ESCROW ACCOUNT AT THE DEPOSITORY BANK, FIRST FOUNDATION BANK.** When travel is booked by participant through a retail travel agent, payments may be made payable to the agent, who must in turn shall make payment to First Foundation Bank.

**ITINERARY CHANGES AND CANCELLATIONS: The right to refund if the Participant changes plans is limited, except as outlined in the fare rules below. Refundability is dependent upon the fare type purchased. Except in the limited circumstances described below, “Hop On” fares are non-refundable but the funds may be applied toward future travel, provided the tickets are cancelled at least 60 minutes prior to departure. All funds issued for cancellation of “Hop On” fares will be in the form of a travel voucher valid for future travel with JSX, less applicable cancellation or change fees of \$0. “All In” fares are fully refundable. Group bookings made through the JSX customer support team of 10 or more passengers will be subject to a different cancellation policy, which is defined below.**

FARE RULES & FEES	“All In”	“Hop On”	ADDITIONAL INFORMATION
Cancellation Fees*	\$0*	\$50*	<p>“Hop On”: Fares are nonrefundable. A cancellation fee of \$50 will be deducted from the original payment and the balance may be applied toward future travel, valid for one year from the original date of reservation. Failure to cancel at least 60 minutes prior to scheduled departure will lead to forfeiture of the fare.</p> <p>“All In”: Fully refundable to original form of payment</p>
Change Fees	\$0	\$50	<p>“Hop On”: \$50 per person per flight plus the difference in fare. Fee is waived within 24 hours after initial purchase. Failure to change a reservation at least 60 minutes prior to departure will result in forfeiture of fare. “All In”: \$0 plus the difference in fare</p>

Baggage Fees	\$0	\$0	“Hop On”: 2 bags are included up to 50 pounds each “All In”: 3 bags are included up to 50 pounds each
Extra/Overweight Baggage Fees	\$50	\$50	Extra baggage: Each additional bag over the included allotment is subject to a \$50 fee Overweight baggage: Any bag over 50 pounds, regardless of fare type, is subject to a \$50 fee
Phone Booking Charges	\$20	\$20	Charged per passenger per segment
Pets	Subject to pet policy, which can be found on the JSX website		
Unaccompanied Minors	\$0	\$0	
Drinks & Snacks	\$0	\$0	Included with both fare types
Seat Selection (each way)	\$0	Prices Vary	Seat selection included with All In Fare

\*Does not apply for group bookings.

### Group Booking Cancellation Policy

Days Prior to Departure	Penalty
46+ days	10%
31-45 days	25%
15-30 days	50%
0-14 days	90%

- Some JSX packages include both flight and hotel accommodations as outlined in your itinerary, including hotels, departure cities, and departure dates that are listed on your itinerary and are incorporated in this agreement by reference. Hotels may require up to a \$200 per room security deposit at check-in along with a resort fee. This will be refunded upon checkout provided that there are no charges or damages to your room. Packages can be canceled up to 7 days to departure of the first leg of the trip without penalty. If a package is canceled within 7 days to 24 hours of departure, the participant may be subject to a \$900 penalty. If the participant cancels within 24 hours of departure they will be responsible for 100% of the package cost.
- The group booking penalty is assessed to each passenger that is canceled from the reservation
- Until the Participant accepts the Agreement, the Participant is entitled to a full refund.
- Participant may receive a refund by furnishing JSX with a Substitute Participant. The balance of the amount paid for the ticket will be refunded after subtracting a \$25

Administrative Fee per change.

- Participant may receive a refund after subtracting a \$25 fee, or applicable group cancellation penalty, if the Participant cancels and JSX sells all of the available seats on the aircraft.

If Participant's fare is valid for a full refund back to original form of payment please email [customersupport@jsx.com](mailto:customersupport@jsx.com) or call 800-435-9579.

**CREDIT VOUCHERS AND FREE FLIGHT COUPONS:** Credit Vouchers and Free Flight Coupons issued by JSX are non-refundable, non-transferable, and may not be redeemed for any cash value. Vouchers and coupons will expire one year following date of issuance even if a charter program extends beyond the expiration date.

**INSURANCE:** Information on trip cancellation, health, and accident insurance is available from third party providers. Further information is available on request.

**MAJOR CHANGE: IF JSX MAKES A MAJOR CHANGE PRIOR TO DEPARTURE, PARTICIPANT HAS THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND OF THE AMOUNT PAID.** The following are Major Changes: (1) a change in the origin or destination city; (2) a change in the departure or return date unless the change results from a flight delay experienced by the Air Carrier (If, however, the delay is greater than 48 hours, it will be considered a Major Change.); (3) a price increase of more than 10% occurring ten or more days before departure; or (4) a substitution of any hotel that is not named in the operator-participant contract. If a Major Change must be made in the Charter, JSX will notify Participant within seven days after first learning of the change, but in any event at least ten days prior to the scheduled departure. If less than ten days before the scheduled departure, JSX becomes aware that a Major Change must be made, JSX will notify Participant as soon as possible. **WITHIN SEVEN DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, PARTICIPANT MAY CANCEL PARTICIPANT'S RESERVATION AND PARTICIPANT WILL RECEIVE A FULL REFUND OF THE TICKET PRICE WITHIN FOURTEEN DAYS AFTER CANCELING. IF A MAJOR CHANGE OCCURS AFTER THE DEPARTURE OF THE CHARTER WHICH PARTICIPANT IS UNWILLING TO ACCEPT, JSX WILL REFUND, WITHIN FOURTEEN DAYS AFTER PARTICIPANT'S SCHEDULED RETURN DATE, THAT PORTION OF PARTICIPANT'S TICKET PRICE WHICH APPLIES TO THE SERVICES NOT ACCEPTED.**

**CANCELLATION:** IF JSX MUST CANCEL THE CHARTER, IT WILL NOTIFY PARTICIPANT IN WRITING WITHIN SEVEN DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN TEN DAYS BEFORE THE SCHEDULED DEPARTURE DATE. **JSX has no right to cancel the charter less than ten days before the scheduled departure date except for circumstances that make it physically impossible to perform the charter.** If that occurs, JSX will notify participant as soon as possible. If JSX cancels the charter, it will make a full refund of the ticket price to participant within fourteen

days after cancellation. Participant must provide JSX with sufficient contact information to receive notices of a major change. All requests for refunds should be sent to: JetSuiteX, Inc., 1341 W Mockingbird Ln, #600E, Dallas, TX 75247.

**BAGGAGE:**

**Free Baggage Allowance:** Each ticketed passenger may check two suitcases weighing no more than 50 pounds each. Each bag must be less than of 84 inches (length + width + height). Carry-on baggage is limited to one item that is capable of being stored below the seat (13" x 11" x 17") and one small personal item. All checked and carry-on baggage must have name tags for identification.

**Limitation on Liability for Baggage: JSX refuses to accept high value, fragile, or perishable items as checked baggage which includes:** electronic equipment; ornamental Items, including jewelry, antiques; silverware; clocks and watches; artistic Items, including paintings, prints and photos; rugs; photographic equipment; recreational, camping, mechanical or sports equipment; Items made of paper; business documents; edible or perishable items including fruits; x-ray Items and other light-sensitive materials; medicines; or cash and other negotiable Instruments. No payment will be made for claims relating to loss or damage for the foregoing items.

**Delux limits their liability for proven actual and consequential damages for lost, damaged, or delayed baggage and its contents to \$3,500 per passenger.**

Any baggage problems must be reported at the airport to a representative of JSX or its agent at the time of Participant's claim. This procedure will include completing a baggage claim form which is required to process all claims. Participant should contact JSX with any questions regarding its baggage policies.

**AIRPORT CHECK-IN:** All Participants must check in at the Fixed Base Operator ("FBO") no later than 20 minutes prior to the scheduled departure time.

**SECURITY AGREEMENT:** Participant's payments are protected in part by an irrevocable letter of credit held by Wells Fargo Bank (Securer), Attn: U.S. Standby Trade Services, 749 Davis Street, 2<sup>nd</sup> Floor, MAC A0283-023, San Leandro, CA 94577. Unless Participant files a qualified claim with JSX, or if JSX is not available, with the Securer, within 60 days after the completion of the Charter (or in the case of cancellation, the intended date of Participant's Charter), the Securer will be released from all liability to Participant under the security agreement. If there is no return flight in Participant's itinerary, completion means the date or intended date of departure of the last flight in Participant's Itinerary.

**RESPONSIBILITY: JSX is the principal and is responsible to Participant for providing public charter air transportation services. I further understand that JSX, as charter operator, and its employees and agents act solely as agents in arranging for any accommodations offered in connection with a JSX travel package. Neither JSX, its agents, servants, employees, nor Participant's travel agent assumes responsibility, unless negligent, for any claim, action, cause of action, injuries, losses or damages arising from the third-party supplier of services in connection with the charter, including but not limited to reservations; missed connections; costs or expenses arising out of personal Injury, accident or death; quarantine; disturbances; government restrictions**

or regulations; damage, loss, theft or delay of baggage or other property; inconveniences; loss of enjoyment; loss of pay; disappointment; mechanical breakdown; government action; strike; lockouts; war terrorism; weather; acts of God; force majeure; or other factors or causes beyond their control. In consideration for the promises contained in the Agreement, Participant agrees to indemnify and hold JSX, its successors and assigns, harmless from and against any and all claims, demands, causes of action, damages, costs, liabilities, fees, penalties, and expenses, including attorneys fees and costs, arising out of or resulting from my actions, including any misfeasance, malfeasance, negligence or intentional act or omission of mine, with respect to the trip described in this Agreement. JSX, its successors, assigns, officers, directors and agents, shall not be liable for any act, omission, injury to person or property, loss, inconvenience, accident, delay, irregularity, negligence or default with any company, hotel, carrier company and/or their employees, servants or subcontractors providing any services, accommodations, or facilities in connection with this agreement except for its own gross negligence, willful misconduct or bad faith. JSX will not be responsible for any actions including, but not limited to, (1) overbooking by hotels, (2) failure to follow instructions, including but not limited to check-in/check-out times or reconfirming shuttle or flight times.

**CUSTOMER SERVICE:** JSX is committed to quality service. In the event that you have cause for dissatisfaction during your charter, please contact one of our Guest Service Representatives at 1-800-435-9579 or email [customersupport@jsx.com](mailto:customersupport@jsx.com).

**TRAVEL DOCUMENTS:** Participant is responsible to determine and obtain proper travel documentation such as visas, passports and notarized authorizations. For more information on U.S. entry requirements, please visit [www.travel.state.gov](http://www.travel.state.gov) or [www.dhs.gov](http://www.dhs.gov). Please consult the Consulate of " Participant's" International Destination for further information on their entry requirements. For all destinations, infants and children traveling without both parents must have a notarized letter from the parent(s) not traveling, a death certificate or the original court document specifying sole custody. No refunds will be made if improper documentation results in denied boarding or entry. All passengers must have a valid government issued photo ID. For all JSX Public Charter flights a government issued photo ID such as a passport or state issued driver's license is mandatory for all persons 18 years of age or older. WITHOUT THIS IDENTIFICATION, YOU WILL BE DENIED BOARDING AND WILL NOT BE GIVEN A RETURN.

**GENERAL:** The rights and remedies made available under this Agreement, including the procedures for Major Changes, are in addition to any other rights and remedies available under the available law. If the Participant accepts a refund or alternative travel arrangements offered by JSX, Participant waives all additional remedies available under applicable law. By executing this Agreement, Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire agreement between the parties and it completely supersedes any prior written or oral agreements or representations. This Agreement can be amended only and must be signed by both parties. Any oral representations or modifications shall have no force or effect. California state law

shall govern this Agreement. Any claim against JSX must be presented in writing within ten days of the date of Participant's return flight, and JSX is expressly not liable for any claims presented after said ten-day period.

**ACCEPTANCE:** Electronic signature or acceptance through the internet, GDS, or app including, but not limited to, acceptance by the travel agent (as representative of the Participant) will be an acceptable form of acknowledgement to the terms and conditions of this Operator-Participant Agreement. No ticket will be issued unless the Participant (or Participant's travel agent) accepts this Agreement.

For telephone sales in which the Participant pays by credit card, JSX will send a copy of this Agreement by mail or electronic mail within 24 hours of accepting payment by credit card. Participant must execute the Agreement prior to travel. Participant is entitled to a full refund if the Participant decides not to participate in the Charter after reviewing the Agreement.

Signature of Charter Participant \_\_\_\_\_ Date \_\_\_\_\_