



DAC Charters LLC

13252 E. Control Tower Rd., Englewood, CO 80112

Operator Participant Agreement

GENERAL TERMS AND CONDITIONS

THE PURCHASE OR ACCEPTANCE OF TRANSPORTATION PURSUANT TO THIS AGREEMENT SHALL BE DEEMED TO BE AN ACCEPTANCE AND AGREEMENT BY EACH PASSENGER TO THIS AGREEMENT.

Thank you for choosing DAC Charters, LLC ("DACC"). 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. By purchasing or accepting transportation, you agree to be bound to this agreement.

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. ALL PAYMENTS MUST BE MADE PAYABLE TO "FIRST NATIONAL BANK", OUR DEPOSITORY BANK.

II. CHARTER PRICE AND PAYMENT: Air transportation provided under this agreement is subject to government-imposed taxes and fees. Fares are one-way, may require advance purchase, and may not be available on all flights or all days. Payment in full is due at time of booking. All forms of payment for this travel must be made payable to the "FIRST NATIONAL BANK" (the escrow). All customers must agree to this agreement via electronic means or in writing 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 45 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 DACC, you waive all other remedies.

DAC CHARTERS RESPONSIBILITIES: DACC as principal is responsible for all services offered in connection with the charter. However, DACC, 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. DACC reserves the right to make alterations in the itinerary which do not constitute a major change as hereinafter defined. DACC shall not be liable for any flight delay resulting in a missed connection. DACC shall not be responsible for any inconvenience or expense occasioned by such delay. DACC 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 ("Air Carrier"), using an Embraer EMB-145 with 30 seats or a Dornier 328 Jet with 30 seats. DACC and Key Lime Air reserve the right to substitute an equivalent carrier or aircraft in the event the abovementioned aircraft is unavailable. The terms and conditions of Air Carrier's Contract of Carriage (available from Air Carrier's website) are applicable to travel on the charter flight.

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.



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VI. REFUNDS: If you change your plans, your right to a refund is limited. All changes and cancellations must be handled in-person or through our Call Center.

Refundable Fares: If you cancel your flight, you will receive the entire amount of your ticket value refunded to the original form of payment. Changes and cancellations must be made at least 60 minutes prior to scheduled departure.

Non-Refundable Fares: Changes and cancellations for non-refundable fares are subject to a \$50 change/cancel fee. If you must reschedule, your new reservation will be charged at the current rate and is subject to the change fee, plus any difference in fare. Payment is required at the time the reservation is issued. Changes and cancellations are not permitted less than 24 hours prior to departure time. Within 24 hours of departure time, you are committed to your reservation. No refunds, transfers, or rescheduling are permitted. Non-refundable fares may not be upgraded to refundable fares.

VII. DACC CANCELLATIONS; MAJOR CHANGES; PASSENGER CANCELLATIONS: If DACC 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, DACC will notify you as soon as possible, but not later than the scheduled departure date. If the charter is canceled by DACC, 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 DACC knows of such a change or cancellation, but in any event, at least ten (10) days prior to departure. If DACC 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.

CHARTER SURETY: The name and address of the company issuing the surety instrument applicable to DACC charter flights is Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 ("Surety"). Unless you file any claim you may have with DACC or, if DACC 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.



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APPLICABLE LAW: It is agreed by and between you and DACC 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.

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 this Operator/Participant 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: _____

Emergency Contact: (Optional)

Name: _____ Phone: _____

Relationship: _____