

Operator-Participant Agreement

This Operator-Participant Agreement (herein "Agreement") sets forth the terms and conditions under which Exuma Cays Travel, Inc. with offices at 2331 NW 55th Court, Hangar 19, Fort Lauderdale, FL 33309, (henceforth "Operator", "us", "we") in return for payment in the amount indicated as the total charter price, agrees to provide you ("Participant", "you", "your") with charter air transportation.

The US Department of Transportation requires all passengers to agree/accept/sign the terms of the "Operator-Participant Agreement" at the time of payment. Transactions that are paid for via the internet are contemplated herein in accordance with the E-Sign Act of 2000 (Public Law 106-229). You must electronically sign this agreement by clicking the "I accept" button prior to booking your reservation(s) and paying for your flight(s). All transactions completed in this manner are recognized as having an electronic acceptance/signature of the Operator Participant Agreement by the Participant completing the transaction.

1. **RESPONSIBILITY:** Operator provides charter flight services only and is therefore responsible only for the Participant's flight. Operator does not offer or provide any other services. If you purchase other services (hotel, rental car, etc.) in connection with your flight, those other services are the responsibility of the provider of those services and/or their agent(s). Neither Operator, nor its agents, servants, employees, management, owners or your travel agent, assumes any responsibility for any claim, cause of action, injuries, losses or damages arising from the acts or omissions of any third-parties involved with your flight, or quarantine, disturbances, government restrictions or regulations, damage, delay of baggage or other property, inconvenience, loss of enjoyment, loss of pay, disappointment, mechanical breakdown, government actions, strike, lockouts, war, terrorism, weather, acts of God, force majeure, or other factors of causes beyond our control.

2. **INSURANCE:** The Operator recommends trip cancellation, health, and accident insurance. This important protection can save you money if you are forced to cancel or alter your trip. As indicated herein (Section 5, "Itinerary Changes and Cancellations"), **all tickets are non-refundable**. We strongly encourage all passengers to contact a reputable travel insurance agency to protect their travel investment.

3. **AIR CARRIERS AND AIRCRAFT:** Participant is flying on a flight operated as a Public Charter. Exuma Cays Travel, Inc. is the Charter Operator and Nealco Air Charter Services, Inc. (DBA "Watermakers Air") is the Direct Air Carrier. "Watermakers Air" is a direct air carrier certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Part 135. The Charter will be performed using a Cessna Grand Caravan (208-B) aircraft with 9 passenger seats. However, Exuma Cays Travel, at its sole discretion, reserves the right to change the aircraft type or capacity, or the air carrier performing the charter flight. Participant is not guaranteed a particular plane or non-stop service. If a substitution of aircraft becomes necessary, Exuma Cays Travel will make best efforts to provide substitute service at comparable departure times, subject to operational constraints. No refunds or compensation will be given for such substitutions or changes. Neither Exuma Cays Travel nor Watermakers Air is responsible for costs incurred by the Participant (hotel, missed connections, etc.) due to any delays because of weather, mechanical issues, customs and immigration delays, and any other reason beyond our reasonable control. Trip Insurance will protect against such events and is available via numerous third parties if desired.

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

4. CHARTER PRICE: The charter price quoted to Participant includes charter air transportation and all applicable taxes, government imposed user fees, and any other applicable fees for the itinerary booked with Exuma Cays Travel. This price varies based on destination and other factors, however the total and complete price will be the price printed on your ticket and approved by you prior to making payment. Participant is responsible for all incidental expenses (including excess baggage charges detailed below). No refund will be made for services included in the ticket price which Participant chooses not to use.

5. RESERVATIONS AND PAYMENT: Full payment and acceptance of this Agreement are required to secure tickets. Charter reservations may be made directly online at our website www.watermakersair.com or by calling (954) 771-0330. Participant has a right to request a copy of this Agreement prior to making payment. For bookings made by calling (954) 771-0330 or via our website, Exuma Cays Travel accepts American Express, MasterCard, Visa, and Discover. Payments are processed directly into the charter escrow account at Level One Bank, N.A., an FDIC-insured depository institution. Shelby Financial Corporation is the escrow agent for Exuma Cays Travel, Inc.

6. ITINERARY CHANGES AND CANCELLATIONS: The right to a refund if the Participant changes or cancels a reservation is limited. **ALL CHARTER PAYMENTS (i.e. "Tickets") ARE NON-REFUNDABLE AND NON-TRANSFERABLE.** Reservations may be changed or cancelled up to 48 hours prior to departure with a payment of a \$75.00 Administrative Fee per ticket. The particular flight or flights will then be flagged in our system and must be used within 12 months of the date of cancellation. Flights flagged in this manner are not transferable. The net amount of the credit will remain in escrow until it is either used or expires. Upon expiration (12 months), all monies are forfeited by the Participant. Extensions beyond one year are not possible. Participants who do not notify Exuma Cays Travel at least 48 hours in advance of their cancellation or change request for a future flight voucher forfeit their right to a refund or credit for future travel. Changes and cancellations can only be made by calling our Reservations Office at (954) 771-0330, or emailing info@exumacaystravel.com. The time stamp on your email to us must reflect the 48 hour cutoff or no credit will be preserved. If you call our office, you must speak to a representative who will note the change/cancellation in the system. A voice message left to this effect is not sufficient. No credit will be issued for a cancellation or schedule change made less than 48 hours prior to departure. In this instance, the entire charter price is forfeited.

7. FREE BAGGAGE ALLOWANCE AND BAGGAGE POLICIES: Each ticketed passenger may check up to 35 lbs. of baggage at no charge. Anything over 35 lbs. will be charged an Excess Baggage Fee of \$1.50 per pound and it is not guaranteed to make your flight. Please note that excess baggage can be accepted on a space-available basis only, as determined by the Direct Air Carrier on the date of travel. If you anticipate having an excess weight of 35lbs per person, please contact our Reservations department so we may speak with you about your options. It is important to note that any items that fly unaccompanied (including passenger excess luggage and guaranteed cargo delivery) are subject to duty and must have receipts and invoices attached. You are responsible for payment of duty. Any applicable Excess Baggage Fees and/or freight and duty charges are required to be paid at check-in, prior to boarding the plane. The

Cessna Grand Caravans operated by Watermakers Air are not equipped with in-cabin storage, therefore carry-on baggage is limited to one item that weighs no more than 5 lbs. and is small enough to be held in the Participant's lap during the flight. All checked and carry-on baggage must have outside baggage tags for identification.

8. PETS: Exuma Cays Travel will transport a pet at a fee of \$2.00 per pound (including pet and pet carrier). Pet must remain confined to an FAA-approved carrier for the duration of the flight. Passenger may provide their own crate or rent one from Exuma Cays Travel for a fee of \$50. All pets must obtain a permit from the Department of Agriculture in the Bahamas before entering the Bahamas. Their phone number is 242-325-7502 or 7509. This process can take up to a week or two so please plan appropriately. To re-enter the United States, pet owners are required to provide a current rabies vaccination.

9. LIMITATION ON LIABILITY FOR BAGGAGE: Exuma Cays Travel assumes NO LIABILITY for any items left by a Participant in the passenger compartment of the aircraft. Exuma Cays Travel is not liable under any circumstance for loss or damage to money, jewelry, collector's items, silverware, furs, artistic items such as paintings, clocks and watches, negotiable papers or securities, business documents, eyeglasses, cameras, electronic or computer equipment, photographic equipment, medications, mechanical, recreational, or sporting equipment, items made of paper, perishable items, x-ray items and other light-sensitive materials; toys, infant seats, strollers or other similar valuable items included in a Participant's checked or unchecked baggage with or without knowledge of the carrier. Exuma Cays Travel is not responsible for damage to luggage arising from normal wear and tear of ordinary handling, including scratches, scuffs, puncture, stains, and marks. Exuma Cays Travel assumes no liability whatsoever for damaged or loss of baggage.

10. AIRPORT CHECK-IN: **All Participants (i.e., ticketed passengers) must check-in for a flight no later than 60 minutes prior to the scheduled departure time.** Participants will not receive refunds for missed flights. All passengers must have a valid Passport in their possession upon check-in. Flights close 20 minutes prior to the scheduled departure time and passengers who show up after this deadline forfeit their seat. No refunds or credit is given in the instance where a passenger shows up after the 20 minute cutoff and cannot board the flight. This is considered a "no show" and no refunds will be given.

11. TRAVEL DOCUMENTS: All Participants must have a valid passport to travel to and from the United States. **WITHOUT THIS IDENTIFICATION, YOU WILL BE DENIED BOARDING AND WILL NOT BE GIVEN A REFUND.** A driver's license and birth certificate are no longer sufficient for traveling to and from the Bahamas. Citizens of non-US countries may have additional entry requirements for both the US and the Bahamas. 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 or www.dhs.gov. Please consult the Consulate of the 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. For all Exuma Cays Travel flights, a government-issued Passport is mandatory for all persons.

12. SECURITY AGREEMENT: Participant's payments are protected in part by a security account held at Level One Bank, N.A. and overseen by the U.S. Department of Transportation. In the event you need to file claim, unless you file a claim with the Operator, or if the Operator is not available, with Level One Bank, N.A. (32991 Hamilton CT, Farmington Hills, MI, 48334) within 10 days of the completion of our flight, or in the case of cancellation, the intended date of your scheduled return flight, the Operator and the Bank will be released from all responsibility to you.

13. CUSTOMER SERVICE: Exuma Cays Travel is committed to quality service. In the unlikely event that you have cause for dissatisfaction during your charter, please call 954-771-0330 to discuss the issue with a Customer Service Representative.

14. GENERAL: The rights and remedies made available under this Agreement are in addition to any of the rights and remedies available under Florida law. Further, in the interest of clarity and for the avoidance of any doubt, the Participant agrees that all rights, remedies, and privileges available to Exuma Cays Travel under this Agreement shall also apply to and act for the benefit of our owners, agents, servants, employees, officers, directors, representatives, contractors, or other third party service providers that Exuma Cays Travel may retain or engage to provide services on behalf of Exuma Cays Travel under this Agreement. The acceptance of a refund, or alternative travel arrangements, as provided for in this Agreement shall constitute a full and final settlement and release of all other claims or remedies against Exuma Cays Travel. 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 arrangements or representations of Exuma Cays Travel, verbal or in writing. This Agreement can only be amended in writing and must be signed by both parties. Any oral representations or modifications shall have no force or effect. Florida state law shall govern this Agreement. Any claim against Exuma Cays Travel must be presented in writing within ten days of the date of the Participant's return flight. Exuma Cays Travel is not liable for any claims presented after ten-day period.

15. Passenger confirms having been informed about the requirements for the transport of items being classified as "Hazardous Materials" as well as exceptions and exemptions as outlined in various publications, including [49 CFR 175.10](#) and/or a descriptive publication by the FAA (http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/hazmat/media/MaterialsCarriedByPassengersAndCrew.pdf). These publications may not always represent the latest status; it is therefore suggested that the passenger contact Nealco dba Watermakers Air for any kind of question in relation to passenger obligations and Hazardous Materials in checked or carry-on luggage and/or cargo/freight

All flights booked on this reservation system and with Exuma Cays Travel, Inc. are Public Charter Flights operated by Exuma Cays Travel, Inc., a Public Charter Operator under the approved U.S. DOT 380 Public Charter Program, Prospectus number PC-17-034. Please visit www.dot.gov for more information on public charter flights.