

Tour Operator Participant Agreement PC-08-054

This Operator-Participant Contract ("Agreement") sets forth the terms and conditions under which Aviation Advantage Inc agrees to provide you ("you" or "Participant") with transportation via a qualified 121 Air Carrier including, but not limited to Sky King, Inc., Ryan International Airways, Pace Airlines, Ameristar, Champion Airlines, Primaris Airlines, Xtra Airlines, and/or Miami Air; in return for payment of the amount indicated as the total charter price on your itinerary. **Responsibility: Aviation Advantage Inc, as the principal, is responsible to Participant for arranging and providing public charter air transportation services ("charter"). Neither Aviation Advantage Inc nor its agents, servants, employees, or your travel agent assumes responsibility for any claim, action, cause of action, injuries, losses or damages arising from the actions of third-party contractors supplying services, including but not limited to reservations, missed connections, lost or stolen items or baggage, costs or expenses arising out of injury, accident or death, quarantine, disturbances, governmental restrictions or regulations, damage, 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 cause beyond its control. Reservations and Payment:** Charter reservations may be made with Panda Travel, Inc. Full payment is due at time of booking. Tickets are non-refundable, except you may cancel or make changes to your itinerary, based on availability, for the following fees. For qualified cancellations or changes made at least 48 hours before the time of departure, a \$100 fee applies. For cancellations or changes made less than 48 hours before the time of departure, full charges of flight fee applies. Qualified cancellations will result in a credit held by Aviation Advantage Inc d/b/a Southern Skyways, which may be used for travel for up to a year from your original departure date less the cancellation fee. Itinerary changes will be charged a cancellation fee plus the additional costs of the new ticket at the time of booking. All name changes or ticket changes must be completed at least 48 hours prior to your departure in order to avoid a full cancellation penalty.

Charter Price: The charter price quoted to you includes charter air transportation for the itinerary booked with Aviation Advantage Inc. You are responsible for all incidental expenses during the charter. Except for "major changes," as described below, no refund will be made for services included in the charter price, which you voluntarily do not use. Excess baggage, pet, or unaccompanied minor fees are not included in the charter price. Please call Aviation Advantage Inc before travel to inquire about the amounts of these fees. **Baggage:** Aviation Advantage Inc d/b/a Southern Skyways allows each passenger to bring two forms of baggage with a combined weight of less than 50 pounds, one checked baggage and one carry one baggage; the first not to exceed 62 inches in overall dimension (length + width + height), the second not to exceed 45 inches in overall dimension. Any excess baggage is subject to additional fees and all baggage must have outside baggage tags for identification. Liability for lost, stolen, pilfered, or damaged bags is limited to \$2500 (provided you furnish Aviation Advantage Inc with the baggage claim check and suitable evidence of the value of the bag and its contents), and there is NO LIABILITY for the following items in checked baggage: electronic equipment, musical instruments, ornamental items including jewelry, wigs, wig boxes, antiques, silverware, clocks and watches; artistic items including paintings, prints, photos, rugs and statuary; or photographic, 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; and all medicines, drugs, toiletries and cash and other negotiable instruments. Aviation Advantage Inc will accept cloth, canvas, vinyl and other soft-sided bags as checked baggage but accepts NO RESPONSIBILITY OR LIABILITY for damage to such bags or their contents and, therefore, Aviation Advantage Inc d/b/a Southern Skyways' carriage of soft-sided bags checked as baggage shall be at your own risk. **Customer Service:** Aviation Advantage Inc is committed to quality service. In the unlikely event that you have cause for dissatisfaction during your charter, please call 770-916-0303 ext: 207 to discuss the problem with a Customer Service Representative. Any baggage problems must be reported at the departing/arriving airport with a handling representative at the time of your claim. This procedure will include completing a baggage claim form that is required to process all claims. You can find a copy of the baggage claim report on world wide web at systemoperations.com/aa. **Airport Check-In:** All charter participants must check in at the airport ticket counter no later than two hours prior to the scheduled departure time. Aviation Advantage Inc reserves the rights to resell any seat 30 minutes prior to departure if you have not yet checked in. Failure to check in one hour prior to scheduled departure time automatically cancels your reservation and a 100% penalty applies. Participants will not receive refunds for missed flights or connections.

Air Transportation: Flights are operated as public charters. **Aviation Advantage Inc , headquartered at 1755 The Exchange, Suite 300, Atlanta, Georgia 30339 is the charter operator** and one of the above listed qualified Air Carriers is the direct air carrier for the routes that you have purchased as part of your itinerary. Charters are operated with Boeing 737, 727, and 757 aircraft. The charter operator reserves the right to substitute scheduled air service when necessary at no additional cost and at comparable departure times based on participation in the charter program. You will be notified of any such decision no less than ten days prior to departure, and may either accept the scheduled service or request a full refund within seven days of notification. Aviation Advantage Inc reserves the right to substitute another air carrier or to change the aircraft type or capacity and does not guarantee single plane or non-stop service. No refunds or compensation will be given for such substitutions or changes. **Security Agreement:** Your payments are protected by a surety bond held at the National City Bank of Michigan. Unless you file a claim with Aviation Advantage Inc or if Aviation Advantage Inc is not available, with the Securer, within 10 days of the completion of the charter (or in the case of cancellation, the intended date of your flight), the Securer will be released from all liability to you under the security agreement. If there is no return flight in your itinerary, completion means the date or intended date of departure of the last flight in your itinerary. **Major Changes:** If Aviation Advantage Inc d/b/a Southern Skyways makes major changes prior to departure, you have the right to cancel and receive a full refund. The following are major changes: (1) a change in the origin or destination city, unless the change affects only the order in which cities named in a tour package are visited; (2) a change in the departure or return date unless the change results from a flight delay experience by Aviation Advantage Inc . (If, however, the delay is greater than 48 hours, it will be considered a major change.); or (3) a charter price increase of more than 10% occurring ten or more days before departure. In no event can Aviation Advantage Inc d/b/a Southern Skyways change your charter price less than ten days prior to departure. If a major change must be made in the charter, we will notify you within seven days after first learning of the change, but in any event at least ten days prior to your scheduled departure. If less than ten days before your scheduled departure, we become aware that a major change must be made, we will notify you as soon as possible. **Aviation Advantage Inc 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 Aviation Advantage Inc must cancel the charter ten or more days before departure, we will notify you in writing within seven days of cancellation, but in any event at least ten days before the scheduled departure date. If Aviation Advantage Inc must cancel the charter less than ten days before the scheduled departure, we will notify you as soon as possible. If Aviation Advantage Inc cancels a charter, it will make a full refund to you within 14 days after cancellation. **General:** The rights and remedies made available under this contract are in addition to any of the rights and remedies available under Pennsylvania law. Aviation Advantage Inc offers refunds under the contract with the express understanding that the receipt of that refund or alternative travel arrangements by a participant waives all additional remedies. By executing this Agreement, you specifically acknowledge and consent to all conditions set forth herein. This Agreement contains the entire agreement between the parties and it completely supercedes any prior written or oral agreements or representations. This Agreement can be amended only in writing and must be signed by both parties. Any oral representations or modifications shall have no force or effect. Georgia law shall govern this Agreement. Any claim against Aviation Advantage Inc must be presented in writing within ten days of the date of your return flight, and Aviation Advantage Inc is expressly not liable for any claims presented after said ten-day period.

X

PRINT _____ DATE _____

Passenger/s Signature/s

Electronic signature or acceptance through the internet, GDS, including, but not limited to the travel agent (as representative of the "participant") will be an acceptable form of acknowledgement to the agreement of this Tour contract.

