



For Exclusive Use of Gulfstream Air Charter, Inc

Please use only one sheet for each passenger

Departure Flight #	Departure Date / /	Ticket Number	Destination	Category
Return Flight #	Return Date / /		MIA-HAV / HAV-MIA	Type of Pax
Agencia No. 338		Name of Agencia: insightCuba		
L.Name		F.Name	Mother's Maiden Name	
L.Name for Cuban Doc, if different:			Nationality	
Cuban Document	[] Passport No: / / Expiration Date / /	Country:	Gender	Date of Birth / /
US Document	[] Passport No: / / Expiration Date / /	Country: Others:		
	[] Alien Card	Country of Residence:		
OFAC Category: People to People		License #: 31 C.F.R. Part 515.565 (b)		
USA Adrs	City	State	Zip Code	
Cuba Adrs	City	Prov.		

OPERATOR - PARTICIPANT CONTRACT

This agreement sets forth the terms and conditions under which we, GULFSTREAM AIR CHARTER, INC., 542 NW 42ND Avenue (LeJeune Road), Miami, Florida 33126, 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.

RESERVATION AND PAYMENT: 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 GULFSTREAM AIR CHARTER, INC.

CHARTER PRICE: The Charter price of \$ represent your cost for a charter flight that departs from Miami To Havana, Cuba on / / and return from Havana, Cuba To Miami on / / U.S.

Airport taxes, user fees, and passenger facility charges are not included in the charter price. Foreign taxes and excess baggage charges are not included in the charter price. These taxes will be collected separately.

AIRCRAFT: This flight will be performed by operating a aircraft with 0 seats. This air carrier reserves the right to substitute equivalent aircraft, if necessary.

INSURANCE: Health and accident 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. Charges for excess baggage over 44 lbs. will be collected at the airport. 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 the amount set forth in the Warsaw Convention or the Montreal Convention, whichever is applicable. If the Warsaw convention applies to the international transportation, the air carrier's liability is limited to \$9.07 per pound for checked baggage and \$400.00 per passenger for unchecked baggage. If the Montreal Convention applies, the air carrier's liability is limited to 1,000 Special Drawing Rights regardless of the number of checked bags. If, however, you declare a higher value for your baggage and pay an additional charge in advance, the air carrier's liability will be higher. You must submit your claim or damaged baggage 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 Baggage Check specifies the actual weight, we will assume, for purposes of the Warsaw Convention, that each checked bag weighs 22 pounds with the total of all checked bags weighing no more than 44 pounds.

SECURITY AGREEMENT: Payment is protected by two security agreements that we have obtained from Fidelity and Deposit Co of Maryland, 210 N Charles St, Baltimore, MD 21201. Unless you file a claim with us or, if we are not available, with the Securers within 60 days after the completion of the charter, the securers will be released from all liability to you under the security agreements.

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. All requests for refunds must be sent to us in writing by facsimile or by overnight mail.

If your notice is received: **You will receive:**
 7 to 3 days before departure \$ 50%
 Within 3 days before departure or December flights \$ No Refund
 At any time, if we resell your seat: A full refund less \$25 administrative fee.

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 NO LATER THAN THE SCHEDULED DEPARTURE DATE. IF THE CHARTER IS CANCELLED WE WILL MAKE A FULL REFUND 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 Forms.

Signature:

Date:

Tel #:

Certification of Travel to Cuba Under a General License

I understand that I must keep full and accurate record of the transactions I engage in related to this travel for 5 years from the date of this transaction.

I have read the section of the Cuban Assets Control Regulations, 31 C.F.R. Part 515, that is checked off below (for a complete list of the requirements and restrictions for travel to Cuba, go to <http://www.ecfr.gov>) and I certify that I satisfy all the conditions for traveling to Cuba identified in that section of the regulations.

I understand I must also have a valid Cuban entry document to travel.

SIGNATURE

NAME (please print)

DATES OF TRAVEL

PHONE NUMBER

STREET ADDRESS

CITY, STATE, ZIP

SECTION OF THE REGULATIONS / GENERAL LICENSE THAT AUTHORIZES MY TRAVEL TO CUBA:

☒ **31 C.F.R. § 515.565(b) People-to-People travel under the auspices of an organization that sponsors such exchanges to promote people-to-people contact**

31 C.F.R. § 515.565(b) People-to-People Travel

The travel-related transactions and such additional transactions as are directly incident to educational exchanges not involving academic study pursuant to a degree program – that is, people-to-people exchanges – are authorized, provided that:

- The exchanges take place under the auspices of an organization subject to U.S. jurisdiction and that sponsors such exchanges to promote people-to-people contact;
- Travel must be for the purpose of engaging, while in Cuba, in a full-time schedule of activities intended to enhance contact with the Cuban people, support civil society in Cuba, or promote the Cuban people's independence from Cuban authorities.
- Each traveler has a full-time schedule of educational exchange activities that will result in meaningful interaction between the traveler and individuals in Cuba.
- An employee, paid consultant, or agent of the sponsoring organization accompanies each group traveling to Cuba to ensure that each traveler has a full-time schedule of educational exchange activities; and
- The predominant portion of the activities engaged in by individual travelers is not with individuals or entities acting for or on behalf of certain prohibited officials of the Government of Cuba or certain members of the Cuban Communist Party.

Important:

Note 1: An organization that sponsors and organizes trips to Cuba in which travelers engage in individually selected and/or self-directed activities would not qualify for the general license.

Authorized trips are expected to be led by the sponsoring organization.

Transactions related to activities that are primarily tourist-oriented, including self-directed educational activities that are intended only for personal enrichment, are not authorized.