



# Funjet Vacations®

## BILL OF RIGHTS

8969 N. Port Washington Rd, Milwaukee, WI 53217

### YOUR VACATION CONTRACT

Thank you for choosing a Funjet Vacations ("Funjet" or "Operator" of charter air) charter air, value air, scheduled air or hotel only vacation. To ensure that you understand the conditions of your particular vacation, please read the following policies and procedures completely. A signed Operator/Participant Contract is required for each charter air passenger with payment. All policies and procedures are subject to change at any time in Funjet's sole discretion without notice.

#### I. BOOKING/PAYMENTS

Full payment with credit/debit card is required to make a reservation if booking less than 46 days before departure; however partial payments may be made if booking 46 or more days before departure. A surcharge may apply for bookings made over the phone to Funjet's reservation center instead of booking electronically. Separate payment policies apply to holiday or special event departures. Funjet reserves the right to reinvoice your reservation should an error be made in computing your vacation price. At the time of credit/debit card payment, Funjet may split the merchant of record payment between Funjet and the air carrier booked. The Funjet portion of the payment will be processed immediately. The airline will process payment at the time the air tickets are issued.

**Vacation Payment Plan:** If you are booking your vacation more than 46 days before departure, you may elect to pay your balance in full at time of booking, or (if applicable) to make an initial deposit and pay the remaining balance no less than 45 days before departure. The initial deposit will be charged to your credit/debit card at time of booking. You may choose to have the remaining balance charged to your credit/debit card on the date you select, or to receive an e-mail reminder on a selected date (which may not be less than 45 days before departure), instructing you to log in and apply final payment. Your Travel Itinerary will be issued within 72 hours of receipt of final payment. Regular cancellation penalties stated herein apply to passengers electing to use this payment plan. This payment plan may not be available during holiday periods.

**Hotel Taxes and Service Fee:** Funjet markets hotels under a "prepaid/merchant" model, where Funjet collects the full amount from you in advance and manages the payments to the hotel/feature on your behalf. The booking is made by Funjet on the customer's behalf and includes two components to the reservation: amounts being paid by Funjet to the hotel/feature on customer's behalf as well as compensation for services retained by Funjet. In connection with facilitating your hotel/feature, the amount you are charged will include tax recovery charges and service fees. This amount includes an estimate to recover the amount we pay to the hotel/feature related to your reservation for taxes owed by the hotel/feature or us including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, goods and services tax, and/or other similar taxes. The amount paid to the hotel/feature in connection with your reservation for taxes may vary from the amount we estimate and include in the amount charged to you. The amount charged to you also includes an amount to compensate Funjet for services in connection with the handling of your reservation. Funjet is not the supplier collecting and remitting taxes to the applicable taxing authorities. Hotel/feature suppliers include applicable taxes in the amount billed to Funjet and Funjet pays over such amounts directly to the suppliers. Some hotels may charge a "resort fee" and additional hotel fees upon check in that you are responsible for. Car rental companies require additional taxes and fees to be paid by you at their rental counter when renting a vehicle. Funjet is not a co-supplier associated with the supplier with whom Funjet books or reserves customer's travel arrangements. Taxability, the appropriate tax rate and the type of applicable taxes vary greatly by location.

Funjet works with our suppliers to provide you with the best rates. To pass these values on to our customers, we are prohibited from breaking out individual component prices and will not be able to provide those to you.

In the event your hotel is supplied by Travelscape LLC, the terms and conditions at <http://developer.ean.com/terms/en/> apply.

**Travel Protection Options:** The Penalty Waiver or All-In-One Travel Protection are two options that are available for purchase. Either travel protection option may be added after you have made your reservation by calling your travel agent or Funjet within 7 days of your initial deposit, provided you have not yet made your final payment. The Penalty Waiver and All-In-One Travel Protection are non-refundable and are not available on certain programs including ski, Asia, Europe and special event flights. By purchasing the All-In-One Travel Protection at the time of deposit, you will be entitled to a lower deposit amount. The Penalty Waiver and the All-In-One Travel Protection do not apply to "NO SHOW" situations where clients do not check-in or in denied boarding situations. If the number of individuals occupying a room decreases, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate.

**Penalty Waiver:** (Cancel for any reason protection with Price Guarantee for hotel, charter and value air). Clients who elect to purchase this optional feature may cancel their reservations at any time and for any reason prior to departure. Funjet's penalties and fees, charter and value air penalties and

supplier penalties are waived. Even if Penalty Waiver is purchased, scheduled air imposed fees are non-refundable, but may be exchangeable with the same airline within one year from the date of ticketing, or sooner based on the airline. For coverage for scheduled air penalties refer to the All-In-One Travel Protection description below. The Penalty Waiver also includes a Price Guarantee which entitles the traveler to receive the lowest advertised price should the price decrease after purchase. If the price decreases, the traveler or travel agent must contact Funjet at 1-800-558-6654 to adjust the price to the lower, qualifying rate. The Price Guarantee applies for both the air and hotel portion of any charter or value flight air/hotel vacation. For scheduled air and hotel-only vacations, the Price Guarantee only applies towards the hotel portion of the reservation. The Price Guarantee only applies to Mexico, Caribbean, Hawaii and Central America destinations. The price adjustment must be made to the reservation while the lower rate is available in the system. **NON-REFUNDABLE SCHEDULED AIR\* TICKETS, SCHEDULED AIR CANCEL/RETICKETING FEES AND SPECIAL EVENT TICKETS ARE NOT COVERED BY THIS WAIVER. HOWEVER, IF THE RESERVATION IS PAID IN FULL AND YOU CANCEL, THE VALUE OF EXCHANGEABLE AIR TICKETS MAY BE APPLIED TO THE AIR PORTION OF A FUTURE FUNJET SCHEDULED AIR BOOKING WITH THE SAME AIRLINE FOR THE COST OF THE AIRLINE RETICKETING FEE WITHIN ONE YEAR FROM THE DATE OF TICKETING, OR SOONER BASED ON THE AIRLINE. INCREASES IN THE SCHEDULED AIR PRICE OF REBOOKED VACATIONS ARE THE RESPONSIBILITY OF THE TRAVELER.**

**All-In-One Travel Protection:** All-In-One Travel Protection: All-In-One Travel Protection is Funjet's most comprehensive travel protection offered and provides the following Funjet provided benefits when purchasing All-In-One Travel Protection. Travelers who purchase All-In-One Travel Protection may cancel for any reason at any time prior to departure and all Funjet, hotel, airline and other supplier penalties are waived including normally nonrefundable scheduled airfares provided that they were sold by Funjet. All-In-One Travel Protection also includes a low deposit feature when booking 46 days or more before departure and such deposit must be paid for when making the booking. Land only packages require no deposit other than the cost of the All-In-One Travel Protection. The deposit for air only and air-inclusive vacations including charter or value flight air is \$50 per person plus the cost of the All-In-One Travel Protection. The deposit for other air-inclusive vacations including scheduled air, is \$100 per person plus the cost of the All-In-One Travel Protection. The low deposit benefit is not available for scheduled air only. If a cancellation of your reservation occurs, the deposit amount less the cost of the All-In-One Travel Protection would be eligible to be refunded. All-In-One Travel Protection also includes a Price Guarantee which entitles the traveler to receive the lowest advertised price should the price decrease after purchase. If the price decreases, the traveler or travel agent must contact Funjet at 1-800-558-6654 to adjust the price to the lower, qualifying rate. The Price Guarantee applies for both the air and hotel portion of any charter or value flight air/hotel vacation. For scheduled air and hotel-only vacations, the price guarantee only applies towards the hotel portion of the reservation. The Price Guarantee only applies to Mexico, Caribbean, Hawaii and Central America destinations. The price adjustment must be made to the reservation while the lower rate is available in the system. All-In-One Travel Protection also covers all Funjet revision fees plus supplier-imposed revision fees for the FIRST revision instance. If the travelers choose to redeem their All-In-One Travel Protection to waive any supplier-imposed revision fees prior to departure, they can repurchase and reapply the All-In-One Travel Protection to the reservation at half of the original cost to cover any additional non-Funjet revisions and cancellations.

**IMPORTANT NOTE:** If the traveler chooses to decline repurchasing the All-In-One Travel Protection after a supplier imposed (non-Funjet) fee is waived, the travelers will be subject to subsequent fees for any further revisions or cancellations and will lose all benefits previously offered with the All-In-One Travel Protection. With All-In-One Travel Protection you will also receive a special hurricane travel credit for June through November departures which allows you to receive money back for interrupted (displaced from your room for 24 hours or more during a Category 1 hurricane or higher) and unused nights plus a certificate towards a future Funjet vacation within one year of the original departure date (certificate value \$100 per adult/ \$50 per child for charter and value air vacations, or \$25 per person for scheduled air\* vacations and hotel only vacations).

All-In-One Travel Protection also includes during travel protection with trip interruption benefits, baggage protection, and medical expenses for covered reasons plus 24-hour emergency travel assistance service. Terms, conditions, exclusions and other limitations apply and are indicated in the plan description. The during travel protection portion of the plan is underwritten by Transamerica Casualty Insurance Company, Columbus, Ohio; NAIC# 10952 (all states except as otherwise noted) under Policy/Certificate Form series TAHCS000. In CA, HI, NE, NH, PA, TN and TX Policy/Certificate Form series TAHCS100 and TAHCS200. In IL, IN, KS, LA, OR, OH, VT, WA and WY Policy Form #'s TAHCS100IPS and TAHCS200IPS. Certain coverages are under series TAHCS6000 and TAHCS7000. Please refer to the plan description for full details, or for additional information on the during travel protection plan, please call AON Affinity, the plan administrator, at 1-800-527-3522. Any refunds for such covered cancellations will be given in the original form of payment less the price of the travel protection you have purchased. All cancellations must be confirmed by Funjet's reservations department prior to departure. Nonrefundable travel agent fees may be included in your vacation price and are not covered by either option. Additional details and pricing are available upon request. Any balance due will be deducted from

the refund of the canceling party unless the remaining customers provide additional payment.

**BY ACCEPTING A REFUND UNDER THE TERMS OF THE ALL-IN-ONE TRAVEL PROTECTION, THE TRAVELER RELINQUISHES THE RIGHT TO THEIR SCHEDULED AIR TICKET, CHARTER AIR SEAT, VALUE AIR SEAT AND HOTEL/FEATURE/CAR PRODUCTS TO FUNJET. ATTEMPTED EXCHANGE OF SUCH WITHOUT THE EXPRESS CONSENT OF FUNJET WILL RESULT IN DENIAL OR REDUCED REFUND VALUE OR REBILLING OF THE SELLING PRICE IF PREVIOUSLY REFUNDED.**

\*Scheduled Air includes all published air or bulk air classes of service not listed under charter and value air (flights are designated as published air or bulk air in Funjet's electronic booking tool).

#### II. CANCELLATION/REFUNDS

If your plans change, your right to a refund is limited. You must call in and request a refund form to be completed on your behalf, or if you booked via a travel agent you must have your travel agent submit the electronic refund request no later than 60 days after the date of cancellation or any payments and deposits shall be forfeited. To avoid cancellation penalties, you should consider purchasing one of the optional travel protection plans. Without travel protection, if you must cancel your reservation, make any changes to departure date, or reduce the number in the party, you will be assessed a \$50 per person Funjet cancellation penalty plus any applicable airline, hotel or other supplier charges. Hotel cancellation policies are established by the hotel. Please note that there are no refunds for cancellations made 7 days or less prior to departure for air-inclusive or activities only vacations or less than 48 hours prior to departure for hotel only vacations. Most air carriers consider a name change to be a cancellation; to avoid penalties for name changes, full and complete names are required at time of booking. Separate cancellation penalties and nonrefundable deposits may apply to Ski, Asia, Europe, holiday or special event departures. There may be nonrefundable optional features as part of your vacation such as lift tickets, theater shows or theme park admissions. There are no Funjet cancel/revision penalties when making reservation changes to Walt Disney World® Resort bookings more than 45 days prior to departure (however supplier fees may apply).

**Airline Penalties:** Airline penalties are in addition to the Funjet penalties detailed above and hotel penalties, and are subject to change at any time. Penalties are applicable upon deposit, full payment or a payment guarantee being made.

**Published Air Penalties:** These fares have restrictions if revisions are needed and are nonrefundable if canceled unless All-In-One Travel Protection is purchased.

**Charter and Value Air Penalties:** The following may be considered charter or value air: Frontier Airlines, Norwegian Air Shuttle, XTRA Airways, Southwest Airlines, Swift Air and Sun Country Airlines in the designated classes of service of F, S, L, C, Z or Y. The per person penalty for charter and value flight cancellation made between 8 and 45 days prior to departure is \$250.

**Bulk Air Penalties:** Each scheduled airline has unique cancellation and revision penalties on bulk airfares ranging from \$50 per ticket to the ticket being non-refundable unless All-In-One Travel Protection is purchased.

**ALL PUBLISHED AIR TICKETS ARE 100% NONREFUNDABLE. HOWEVER, EXCHANGEABLE TICKETS MAY BE APPLIED TOWARDS THE AIR PORTION OF A FUTURE VACATION OR SCHEDULED AIR ONLY BOOKING, WITH THE SAME AIRLINE, SUBJECT TO THE APPLICABLE AIRLINE RETICKETING FEE, ANY INCREASE IN THE AIRFARE COST, AND APPLICABLE FUNJET FEES. TICKET EXCHANGE IS ONLY AVAILABLE WITHIN ONE YEAR FROM THE DATE OF TICKETING, OR SOONER BASED ON THE AIRLINE IF THE AIR PORTION IS PAID IN FULL BY THE TIME OF CANCELLATION AND ALL-IN-ONE TRAVEL PROTECTION WAS NOT PURCHASED. FOR VACATIONS THAT INCLUDE PUBLISHED AIR OR BULK AIR (NOT VALUE) TICKETS ON SOUTHWEST AIRLINES, THE EXCHANGEABLE AIR TICKET VALUE NEEDS TO BE REDEEMED THROUGH SOUTHWEST AIRLINES DIRECTLY.**

If you do not plan to travel on your flight, you must contact Funjet at least sixty (60) minutes prior to your scheduled departure or you will be considered a "no-show", even if a travel protection option is purchased.

For charter passengers who wish to cancel within the penalty period and can provide another paying passenger for the same vacation, you may be entitled to a full refund, less a reservation revision fee and any applicable supplier and reticketing fees (such refund shall be made within 14 days of substitution). For bulk and published air passengers who wish to cancel within 7 days or less prior to departure, substitutions are not allowed and are nonrefundable. Funjet and hotel suppliers must be informed of the names of replacement passengers prior to departure but reserves the right to deny any revision or replacement.

No refunds will be made for missed or unused flights or most features. Refunds for unused Walt Disney World® Resort Magic Your Way Tickets, and/or, NASCAR race tickets and other similar tickets or passes will not be made. Your right to a refund of unused portions of your car rental is limited and based on individual car company policy. For customer service issues, you may contact Funjet at 1-800-558-3060.

#### III. VACATION REVISIONS

Any changes (other than those subject to cancellation penalties listed above) shall be subject to \$25 revision fee plus applicable airline reticketing fees and hotel/feature/car penalties. If the number of individuals occupying a room decreases, therefore causing the reservation to be revised, the remaining travelers will be responsible for additional costs incurred as a result of a change in the per person occupancy rate.

**IV. FLIGHT INFORMATION**

Read your travel documentation carefully for arrival and departure instructions, including terminal information, check-in locations and flight times. Flight times are tentative and subject to change. Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at <http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm>. Federal law prohibits the carriage of certain hazardous materials aboard aircrafts in your luggage or on your person and could result in a fine. Visit [www.tsa.gov](http://www.tsa.gov) and click on "prohibited items" for more information.

**Prior Criminal Conviction:** Mexican law permits immigration authorities to deny foreigners entry into Mexico if they have been charged or convicted of a serious crime in Mexico or elsewhere.

**Charter Air Carrier:** Depending on your vacation, charter air transportation will be provided by Frontier Airlines (A319 or A320); Norwegian Air Shuttle (737-800); Southwest Airlines (737-300, 737-700 or 737-800); XTRA Airways (737-400 or 737-800); Swift Air (737-800); Sun Country Airlines (737-800) or other designated carriers. The respective carrier reserves the right to substitute equivalent aircraft if necessary.

**International Charter Flights:** The operation of these flights is subject to the respective foreign government granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be cancelled and a full refund will be made to you automatically.

**IMPORTANT NOTICE REGARDING PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL**—All international travelers must present a government issued passport for U.S. Customs re-entry that is valid for at least six months from date of re-entry. For more information please visit the State Department's consular website [www.travel.state.gov](http://www.travel.state.gov) or the U.S. Department of Homeland Security's website [www.dhs.gov](http://www.dhs.gov). Please consult your travel agent or the Destination Consulate for further information. It is the traveler's responsibility to provide proper documentation and to comply with the laws of each country flown from or to, and to contact the appropriate consulate, embassy and/or immigration department for your destination country for any specific entry requirements and restrictions. Married or divorced women traveling under names other than what is printed on their travel documents, must supply a marriage license and/or divorce decree. Airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country. Please contact your airline directly for details. **Foreign travelers, visit your local consulate for travel requirements (VISA or other written verification).** Any passenger who is denied boarding due to lack of proper documentation will have their vacation cancelled and their right to a refund will be limited. Additional Information for passengers traveling to Cuba — The Cuban Assets Control Regulations ("CACR") administered by the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC") authorizes only certain categories of travelers for travel to Cuba. When you book your vacation, you will be asked to certify the reason for your visit. See more details under the Cuba Travel Certification within the checkout process. In addition, you have an obligation to maintain required records regarding your travel for 5 years. All visitors are required to have health insurance that is accepted in Cuba. The cost of this coverage is included in your air ticket. All customers will need to obtain a Cuban tourist card (entry permit) or Cuban visa before travel. The cost of this documentation is not included in your price. Please see the U.S. Department of the Treasury's OFAC FAQ page for more information.

**Baggage Limitations and Claims:** Baggage limitations vary by carrier. Many airlines impose additional charges for carry-on and checked luggage which is collected by the airline at check-in. Please contact the airline or refer to its website for current fees and policies or visit [www.funjet.com/baggage](http://www.funjet.com/baggage). Claims on checked baggage will be limited to the carrier liability of approximately \$3,400 per person for domestic flights and \$9.07 per pound for international flights subject to the Warsaw Convention, and 1,131 Special Drawing Rights per person for international flights subject to the Montreal Convention, unless you declare a higher value and pay any applicable charges. All claims for loss and damage to luggage must be handled by the air carrier at the airport, subject to any requirements and time limits set by U.S. law for domestic flights and the applicable Convention for international flights. The airlines do not accept responsibility for items such as soft-sided luggage, fragile or perishable items. Carry-on baggage may be limited, please check with the airline.

**V. RESPONSIBILITIES**

**Your Responsibilities:** Your Responsibilities: You must check in at least 2 1/2 hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time. Failure to comply with these conditions may result in the loss of your seat. You must examine all information to ensure accuracy and call to verify flight times prior to departure.

Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you accept to a refund, you waive all other remedies.

Due to the fact that Funjet sells leisure vacations for travelers originating in the U.S., individuals attending a convention or those not originating from the U.S. may not use this product for their hotel stay. If this vacation is used for any reason other than leisure travel originating in the U.S., some hotels may directly assess an additional surcharge.

Unless you file any claim you may have with Funjet within 30 days after the termination of this vacation, all parties are released from further liability.

**Funjet's Responsibilities:** The operation of charters is being conducted pursuant to Part 380 of the DOT's Charter Regulations. Funjet is responsible to you for making all arrangements for transportation, accommodations and services offered, provided that in the absence of gross negligence on the part of Funjet, Funjet's responsibility does not extend to any liability for personal

**injury or property damage arising out of or caused by any negligent act or omission on the part of any direct air carrier, hotel or motel operator, ground transportation contractor, optional tour operator or any person rendering any services being offered.** The operation of charters is being conducted pursuant to Part 380 of the DOT's Charter Regulations. Funjet is responsible to you for making all arrangements for transportation, accommodations and services offered, provided that in the absence of gross negligence on the part of Funjet, Funjet's responsibility does not extend to any liability for personal injury or property damage arising out of or caused by any negligent act or omission on the part of any air carrier, hotel or motel operator, ground transportation contractor, optional feature operator or any person rendering any services being offered. Funjet is not responsible for any changes made by air carriers which are beyond Funjet's control. This includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule. Funjet is not responsible for damage, delay or vacations affected by weather or other force majeure events beyond the control of Funjet. In no event shall any party be liable for consequential damages. Funjet reserves the right to substitute hotel/motel accommodations and to make alterations in the itinerary which do not constitute a major change, if necessary, due to circumstances beyond the control of Funjet. Special requests such as room location, bedding, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed by Funjet. Items not included in your vacation price include, but are not limited to, hotel specific service fees, resort fees, energy surcharges, currency surcharges, baggage handling, rollover beds, cribs and other incidental fees such as minibar charges, parking and phone calls and are payable directly to the hotel. Specials may be withdrawn at any time. Rates are based on availability.

**Air Carriers' Responsibilities:** Air carriers operating scheduled, charter or value air 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 the services described on our website, in vacation brochures and/or flyers. The services described on our website and in vacation brochures/flyers other than air carriage furnished by those air carriers directly named are furnished by independent contractors who are not servants, joint ventures' or partners with the named air carriers.

**VI. VACATION EXCLUSIONS:** Additional foreign government departure taxes, fees and tourist cards may be due to the destination by the respective government authority and are not included in your price.

**VII. CHARTER OPERATOR CANCELLATIONS/MAJOR CHANGES**  
**Cancellations:** Charter tours will not be cancelled by Funjet less than 10 days before the scheduled departure date except for circumstances that make it physically impossible to perform the charter trip. In the event of cancellation a refund will be made to you within 14 days.

**Major Changes:** A major change means any of the following: a change in the departure or return date which Funjet knows more than 2 days before the scheduled flight date; any charter flight delay of more than 48 hours; a change in the origin or destination city; a substitution of any hotel that is not named in this contract; or a price increase occurring 10 or more days prior to departure and resulting in an aggregate price increase of more than 10%.

**Notice:** Notice of any cancellation or major change will be given to you within 7 days after Funjet knows of such a change, but in any event, at least 10 days prior to departure. However, if Funjet first knows of a major change or if the charter is cancelled for circumstances which make it physically impossible to perform the charter trip within 10 days of departure, you or your travel agent will be notified as soon as possible.

**Refund for Major Change:** Upon notification of a major change, you will have the option to cancel without penalty within the 7 days following receipt of notification, but in no event later than departure, and full refund will be made to you within 14 days after cancellation. If notification of a major change is received after departure, you may reject the major change and will receive a refund of the portion of your payment allocable to the rejected services within 14 days after the return date named.

**VIII. OTHER**

**Itinerary:** Your vacation as set forth in Funjet's flyers, magazines, brochures and website include the following which form this contract: effective dates; origin and destination; price of each vacation; a listing of the hotels, length of stay at each and other ground accommodations and services.

**Important Notice:** The Mark Travel Corporation, its employees, officers, directors and shareholders (collectively, "Funjet") does not own, control or operate any hotel or any air, land or water transportation vehicles or companies of any kind, including without limitation, airplanes, helicopters, boats, rental cars, ground transportation vehicles, transport companies, shuttle services, buses, or local tour companies which may offer excursions or tours. Funjet occasionally enters into contracts with hotels and air, land or water transportation companies, but all such entities are owned and operated by independent contractors. Funjet is not responsible for any negligent or willful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond its direct control.

The Funjet name and logo may appear on posted or hand-held signs at your hotel, at the airport of your departure or destination, in vans, buses, coaches or elsewhere during your vacation. This use of the Funjet name and logo is solely intended to help you identify persons or entities who might provide services to you during your trip, but does not indicate, and should not be understood by you to indicate that Funjet owns, controls or operates any entity displaying such a sign, or that Funjet employs or controls any person holding or displaying such a sign.

**Charter Surety:** Funjet has established a Surety Trust Agreement with BMO Harris Bank NA, 111 E. Kilbourn Ave. Milwaukee WI, 53202 ("trustee") for the protection of charter participants. Unless you file any claim you may have with Funjet or with Trustee within 60 days after the termination of a charter, Funjet and Trustee will be released from all further liability to you.

**Applicable Law:** It is agreed by and between you and Funjet that all disputes and matters whatsoever arising under or in connection with or incident to these policies and procedures shall be interpreted and litigated, if at all, in and before a court located in the State of Wisconsin, U.S.A., to the exclusion of the courts of any other state or country.

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**BILL OF RIGHTS (Operator/Participant Contract\*)**

\*Pursuant to DOT regulations, this contract is required to be signed and sent with payment at time of bookings, for all charter air program participants.

**I (we) have read and agree to the terms and conditions of the Bill of Rights above.**

Here is my check for \$ \_\_\_\_\_ to cover \_\_\_\_\_ Deposit \_\_\_\_\_ Full Payment \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Street, City, State, Zip \_\_\_\_\_ Telephone Number \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Street, City, State, Zip \_\_\_\_\_ Telephone Number \_\_\_\_\_

Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_ Reservation Number: \_\_\_\_\_

I authorize Funjet Vacations to charge the cost of this trip to my credit card number below. Please state the type of charge card and account number below (MasterCard, Visa, Discover or American Express). Per Person Deposit Required.

Type of charge card: \_\_\_\_\_ Account #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Trp cancellation, health and accident protection or insurance is available. Please ask your travel agent for information about this protection or insurance or check here \_\_\_\_\_ to receive details directly from Funjet Vacations.

I/We have \_\_\_\_\_ accepted \_\_\_\_\_ declined the Funjet Vacations Travel Protection Plan.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_