

## Operator-Participant Agreement

### I: GENERAL

This Operator-Participant Agreement (herein, Agreement) sets forth the terms and conditions under which FlyBranson Travel, LLC d/b/a Branson AirExpress operated by Elite Airways, LLC (Flights 301, 302, 460, 461, 464, 465, 500, 501, 9301, 9302, 9460, 9461), National Airlines (Flights 221, 222, 223, 224, 231, 232, 271, 272, 273, 274) and Buzz Airways (Flights 909, 910, 911, 912), (collectively "Branson AirExpress"), in return for payment of the amount indicated as the total charter price, agrees to provide to each participant (the "Participant", "Passenger", or "Customer") participation in a charter flight (the "Charter Flight") through Branson AirExpress. The US Department of Transportation requires all passengers to agree/accept/sign the terms of the Operator Participant Agreement at the time of payment. FlyBranson Travel, LLC d/b/a Branson AirExpress is located at 4000 Branson Airport Blvd. Hollister, MO 65672.

### II: RESPONSIBILITY

Branson AirExpress, as the principal, is responsible to the Participant for arranging and providing public charter air transportation (charter flights). In the absence of negligence on the part of Branson AirExpress, nor its agents, servants, employees, or your travel agent assumes responsibility for, and the Participant agrees to release, relieve and hold harmless Branson AirExpress from any claim, action, cause of action, injury, losses or damages arising from: the actions or omissions of third-party contractors supplying services; missed connections; missed ground transportation or car rental expenses; lost or stolen items or baggage, damage, delay of baggage or other property; costs or expenses arising out of injury, accident or death; quarantine; disturbances; governmental restrictions or regulations; inconveniences; loss of enjoyments; loss of pay; disappointment; mechanical breakdown; airport closure; air traffic control restrictions; government action; strike or lockouts; war, terrorism; weather, acts of God, force majeure, or other factors or causes beyond our control.

### III: RESERVATIONS

Reservations for flights on Branson AirExpress operated by Buzz Airways and Elite Airways may be made with Branson AirExpress at [www.bransonairexpress.com](http://www.bransonairexpress.com) or by calling 888-359-2541. Reservations for flights on Branson AirExpress operated by National Airlines may be made at [www.nationalairlines.com](http://www.nationalairlines.com) or by calling 1-855-757-6999. Full payment is due at time of booking of the flight. Passengers have a right to a copy of this Agreement prior to making payment. Branson AirExpress accepts MasterCard, Visa and Discover. Participants waive any chargeback rights associated with claims resulting from factors that are not under the control of, or not the responsibility of Branson AirExpress. Tickets on Branson AirExpress operated by Buzz Airways are non-refundable and any changes to the reservation will incur an administrative fee of \$100.00 per person plus any applicable increase in fare. Tickets on Branson AirExpress operated by National Airlines are non-refundable and any changes to the reservation will incur an administrative fee of \$125.00 per person plus any applicable increase in fare. Tickets on Branson AirExpress operated by Elite Airways are non-refundable. Any changes to the reservation will be free of charge; however, any applicable increase in fare will be assessed. Notwithstanding the aforementioned regarding refunds, changes, or exchanges, any participant who wishes to cancel will receive a full refund (less a \$25.00 administrative fee) only upon providing a substitute participant to the Operator or its sales agent, or upon being substituted for by a participant found by the Operator, at its discretion. All payments are payable and/or deposited to a charter escrow account at Level One Bank, 32991 Hamilton Court, Farmington, MI 48334, Branson AirExpress depository bank. Your payments are protected by a surety trust issued by Level One Bank (the Securer). Unless a claim is filed with the Securer, within 60 days of completion of the charter (or, in the case of cancellation, the intended date of your scheduled return Charter) 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. All transactions between the Customer and Branson AirExpress shall be solely in United States Dollars; Branson AirExpress is not responsible for any fluctuations in foreign currency exchange rates.

#### **IV: CHARTER PRICE**

Air Only – The quoted charter price includes charter air transportation for the Charter Flight booked with Branson AirExpress operated by Elite Airways or Buzz Airways through [www.bransonairexpress.com](http://www.bransonairexpress.com) or their toll-free Reservations Department at 888-359-2541. The quoted charter price includes charter air transportation for the Charter Flight booked with Branson AirExpress operated by National Airlines through [www.nationalairlines.com](http://www.nationalairlines.com) or their toll-free Reservations Department at 1-855-757-6999. Fares are one-way and include Federal Excise Tax of 7.5%, Aviation Passenger Security Fees of up to \$5.60 per person each way, Segment Fees of \$4.00 per person per flight segment, and Passenger Facility Charges of up to \$4.50 each way. Fares are subject to availability at the time of booking, and are subject to change.

The Passenger is responsible for all incidental expenses during the Charter Flight. A child under the age of 24 months at the time of travel (Lap Child) may occupy the same seat as a ticketed adult passenger free of charge. A birth certificate shall be required upon check in as proof of age of the Lap Child. Branson AirExpress accepts one infant per paying passenger on each Charter Flight. For flights on Branson AirExpress operated by Elite Airways and Buzz Airways, the fee for oversight of unaccompanied minors is \$50.00. The child must be at least 15 years old to fly as an adult on Branson AirExpress operated by Elite Airways or Buzz Airways. Children under 6 are not permitted to fly without an Adult. Children between 6 and 14 will be charged the unaccompanied minor fee. For flights on Branson AirExpress operated by National Airlines, the fee for oversight of unaccompanied minors is \$125.00. The child must be at least 13 years old to fly as an adult on Branson AirExpress operated by National Airlines. Children under 6 are not permitted to fly without an Adult. Children between 6 and 12 will be charged the unaccompanied minor fee. Except for major changes as described below, no refund will be made for services included in the Charter Flight price which are not used. Standard Baggage Service Charges, excess/overweight baggage fees, unaccompanied minor fees, and change fees are not included in the Charter Flight price. Please contact Branson AirExpress for these services.

#### **V: PARTICIPANT CANCELLATIONS, CHANGES OF DATES AND REFUNDS**

Tickets on Branson AirExpress operated by Elite Airways are non-refundable. Any changes to the reservation will be free of charge; however, any applicable increase in fare will be assessed. Tickets on Branson AirExpress operated by Buzz Airways are non-refundable and any changes to the reservation will incur an administrative fee of \$100.00 per person plus any applicable increase in fare. Reservations may be changed or cancelled prior to departure to receive courtesy credit towards a future Charter Flight, subject to availability, for an administrative fee of \$100.00 per Passenger. Tickets on Branson AirExpress operated by National Airlines are non-refundable and any changes to the reservation will incur an administrative fee of \$125.00 per person plus any applicable increase in fare. Reservations may be changed or cancelled prior to departure to receive courtesy credit towards a future Charter Flight, subject to availability, for an administrative fee of \$125.00 per Passenger. Cancellations made at least one hour prior to departure result in a courtesy flight credit which may be used for travel on Charter Flights up to 365 days from date of original travel, in the amount of the Charter Flight price, less the applicable cancellation fee. Branson AirExpress makes no assurances, however, that service will be available at future dates. Participants who do not notify Branson AirExpress in advance of their flight forfeit their right to a refund or flight credit for future travel. Voucher credits issued for future charters have no actual cash value. The right to a refund of a Charter Flight, if changed, is limited but includes the following rights: a) Participants who pay by a credit card may receive a full refund until an operator-participant contract is signed. b) Participants may receive a full refund, less a \$25 administrative fee, upon providing a substitute Participant to Branson AirExpress, or upon Branson AirExpress finding a substitute for you. Branson AirExpress reserves the right to accept or decline a Passenger as a Participant of a Charter Flight or to change or withdraw a Charter Flight, subject to the provisions in this Agreement regarding major changes or cancellations by the operator. All refunds will be made within 14 days after cancellation or substitution.

## **VI: BAGGAGE**

Passengers on Branson AirExpress operated by Buzz Airways and Elite Airways are allowed to transport a maximum of three (3) bags for each ticketed passenger (two checked bags and one gate-checked bag). Up to two (2) bags may be checked; dimensions of checked items are not to exceed 62 inches in overall length, width and height and are not to exceed 50 pounds. One (1) gate-checked bag can be transported not to exceed overall dimensions of 42 inches (17" long by 15" height by 10" width) and 30 pounds. In addition, a personal item such as a purse, laptop, reading material, umbrella, backpack, diaper bag or camera case. The gate-checked bag will be checked as a valet bag and will be collected prior to boarding and made available for pickup plane side on debarkation. Passengers on Branson AirExpress operated by National Airlines are allowed to transport a maximum of five (5) bags for each ticketed passenger (four checked bags and one carry-on bag). The dimensions of checked items are not to exceed 62 inches in overall length, width and height and are not to exceed 50 pounds. 1) Up to four (4) bags may be checked 2) One (1) carry-on bag can be transported not to exceed overall dimensions of 42 inches (17" long by 15" height by 10" width) and 30 pounds. In addition, a personal item such as a purse, laptop, reading material, umbrella, backpack, diaper bag or camera case.

For Branson AirExpress operated by Elite Airways flight #'s 301, 302, 460, 461, 464, 465, 500, 501, 9301, 9302, 9460, 9461: the first checked bag declared at the ticket counter upon check-in will be free of charge, the second checked bag declared will be assessed a Standard Non-refundable Baggage Service Charge of \$50.00 per bag and the carry on is free.

For Branson AirExpress operated by Buzz Airways flight #'s 909, 910, 911, 912: the first checked bag declared will be assessed a Standard Non-Refundable Baggage Service Charge of \$35 per bag, the second checked bag declared will be assessed a Standard Non-Refundable Baggage Service Charge of \$45.00 per bag, and the carry-on bag declared will be assessed a Standard Non-Refundable Baggage Service Charge of \$15.00 per bag.

For Branson AirExpress operated by National Airlines flight #'s 221, 222, 223, 224, 231, 232, 271, 272, 273, 274): the first checked bag declared will be free, the second checked bag declared will be assessed a Standard Non-refundable Baggage Service Charge of \$20.00 per bag if purchased in advance and \$30 if purchased at the counter on date of departure, the third and fourth checked bag will be a Standard Non-refundable Baggage Service Charge of \$50.00 per bag if purchased in advance or \$75 per bag if purchased at the counter on the date of departure, and carry-on bag is free. Each checked bag weighing over 50 pounds will be assessed a fee of \$75 in addition to the checked bag fee.

For Branson AirExpress operated by Buzz Airways & Elite Airways: Overweight baggage shall be assessed the following charges in addition to the Standard Baggage Service Charge (payable at the ticket counter upon check-in): each checked bag weighing over 50 pounds will be assessed a fee of \$50.00. Oversized items shall be assessed a fee of \$50.00 per item, in addition to the Standard Baggage Service Charge. Additional items presented for check-in beyond the two-item limit shall be accepted solely at the discretion of station management, and are not guaranteed to be transported. An Excess Baggage fee of \$50.00 per item shall apply to any item presented beyond the two-item per-person limit. All baggage fees are nonrefundable. Branson AirExpress reserves the right to require an item to be stowed in the checked luggage compartment, subject to Standard Baggage Service Charges and overweight fees if it cannot be safely stowed in the overhead bin or under the seat directly in front of the ticketed passenger. Special items such as surfboards, bicycles, scuba gear, skiing equipment, snowboard equipment, dry ice or hazard materials are subject to an extra charge of \$50.00 per item if the bag is Overweight Baggage or if the bag exceeds 62 inches in overall length. Branson AirExpress shall accept one golf bag per ticketed passenger; Standard Baggage Service Charges will apply to golf bags; Overweight/Excess Baggage Fees may also apply. It is recommended that golf equipment be stored in a hard-sided case for added protection. All golf bags must have a cover that prevents spillage of contents. Excess baggage will be accepted on a space available basis only, as determined by Branson AirExpress. All bags must have outside identification.

Small dogs or cats may be accepted on a space-available basis in an FAA-approved carrier that must fit and be stowed under the seat directly in front of the passenger as a ticketed Passenger's gate-checked luggage for a service fee of \$50.00 per pet per flight segment.

For Branson AirExpress operated by National Airlines: Overweight baggage shall be assessed the following charges in addition to the Standard Baggage Service Charge (payable at the ticket counter upon check-in): each checked bag weighing over 50 pounds will be assessed a fee of \$75.00. Oversized items shall be assessed a fee of \$75.00 per item, in addition to the Standard Baggage Service Charge. Additional items presented for check-in beyond the four-item limit shall be accepted solely at the discretion of station management, and are not guaranteed to be transported. All baggage fees are nonrefundable. Branson AirExpress reserves the right to require an item to be stowed in the checked luggage compartment, subject to Standard Baggage Service Charges and overweight fees if it cannot be safely stowed in the overhead bin or under the seat directly in front of the ticketed passenger. Special items such as surfboards, bicycles, scuba gear, skiing equipment, snowboard equipment, dry ice or hazard materials are subject to an extra charge of \$75.00 per item if the bag is Overweight Baggage or if the bag exceeds 62 inches in overall length. Branson AirExpress shall accept one golf bag per ticketed passenger; Standard Baggage Service Charges will apply to golf bags; Overweight/Excess Baggage Fees may also apply. It is recommended that golf equipment be stored in a hard-sided case for added protection. All golf bags must have a cover that prevents spillage of contents. Excess baggage will be accepted on a space available basis only, as determined by Branson AirExpress. All bags must have outside identification. Small dogs or cats may be accepted on a space-available basis in an FAA-approved carrier that must fit and be stowed under the seat directly in front of the passenger as a ticketed Passenger's gate-checked luggage for a service fee of \$50.00 per pet per flight segment.

## **VII: LIABILITY**

Branson AirExpress assumes NO LIABILITY for any items left by a passenger in the passenger compartment of the aircraft. Branson AirExpress is not liable under any circumstances for loss or damage to money, jewelry, collector's items, silverware, furs, negotiable papers or securities, business documents, eyeglasses, cameras, electronic or computer equipment, photographic equipment, medications, damage to inadequately packaged/overstuffed checked items, and loss or damage of any items packed in such containers or bags; all electronic hardware, software and peripherals; cosmetics, toiletries and personal hygiene products; medications and medical equipment in checked luggage (please note that Branson AirExpress assumes NO LIABILITY for medical complications and expenses due to medications and medical equipment being unavailable as a result of being checked while in-flight, or as a result of unavailability of medications, medical equipment and prescriptions packed in checked luggage due to delay, loss of or damage to such checked luggage), commercial effects, one-of-a-kind items, works of art, artistic items and statuary, glass items and containers, musical instruments, paper materials, perishables, precision items, recreational and sporting goods (including golf clubs, bags and equipment), toys, infant seats and strollers or other similar valuable items included in a Customer's checked or unchecked baggage with or without knowledge of the carrier. Branson AirExpress is not responsible for damage that does not impair the ability of such luggage to protect the contents inside, and specifically is not liable for superficial damage to luggage arising from normal wear and tear of ordinary handling, including scratches, scuffs, puncture, stains and marks. Branson AirExpress assumes no liability for damage to luggage protrusions (including wheels, zippers and zipper pull tabs, handles, straps, feet, hanger hooks, locks, flaps, pockets, pouches and items secured to such luggage by means of straps, cords, tape and other external means). Branson AirExpress assumes no responsibility for property damage or loss resulting from passenger security screening or loss incurred in passenger waiting areas or concourses, or for property not checked solely into the custody of Branson AirExpress. Branson AirExpress assumes no liability for damage to locks or luggage, or loss of or damage to contents as a result of search by the TSA or any other government or law enforcement agency. All claims are subject to proof of value, loss and are subject to depreciation. Any baggage problems and/or claims in the case of lost, stolen, damaged or delayed baggage must be reported to a Branson AirExpress representative, and written proof of claim must be filed with said representative prior to leaving the airport terminal on the date of arrival, or are to be waived by the passenger.

## **VII: CHECK-IN**

For flights on Branson AirExpress operated by Elite Airways and Buzz Airways: Check-in is available two (2) hours prior to flight time. All Passengers must check-in no less than 30 minutes prior to the scheduled departure time of a Charter Flight. Checked baggage may not be accepted within 45 minutes of scheduled departure time. Passengers must be at the boarding gate in possession of boarding passes no later than 25 minutes prior to departure. Branson AirExpress reserves the right to resell any seat or deny boarding to any passenger not checked in time as described above, and the Passenger will have no claim against Branson AirExpress for such canceled reservation. Participants will not receive refunds for missed flights or connections. All passengers 18 years of age or older must have valid government issued photo identification, such as a driver's license, state non-operators ID, active-duty military ID or passport. Any Passenger that exhibits disruptive behavior will not be allowed to board, or will be removed from the aircraft.

For flights on Branson AirExpress operated by National Airlines: Check-in for passengers will be available three (3) hours prior and is recommended at least two (2) hours prior to the scheduled departure of their flight. Due to security requirements, checked baggage will not be accepted at the ticket counter less than 1 hour prior to the scheduled departure of their flight. All Passengers must check-in no less than 1 hour prior to the scheduled departure time of a Charter Flight and must be present at the departure gate and ready to board at least 45 minutes prior to the scheduled departure time to retain the reservation and a seat. Branson AirExpress reserves the right to resell any seat or deny boarding to any passenger not checked in time as described above, and the Passenger will have no claim against Branson AirExpress for such canceled reservation. Participants will not receive refunds for missed flights or connections. All passengers 18 years of age or older must have valid government issued photo identification, such as a driver's license, state non-operators ID, active-duty military ID or passport. Any Passenger that exhibits disruptive behavior will not be allowed to board, or will be removed from the aircraft.

## **IX: AIR TRANSPORTATION**

Branson AirExpress flights are Public Charters, where when operated by Elite Airways are on CRJ200 and CRJ700 aircraft, when operated by National Airlines are on a B757-200 and when operated by Buzz Airways are on Jetstream 41. Branson AirExpress reserves the right to substitute scheduled air service when necessary at no additional cost and at comparable times, and does not guarantee aircraft type or capacity. Branson AirExpress will make every diligent and reasonable effort to notify all Participants in the event of a schedule change. No refunds or compensation will be given for changes in aircraft type or for substitution of service to a scheduled air carrier.

## **X: MAJOR CHANGES**

If Branson AirExpress makes major changes prior to departure, the Participant shall have the right to cancel the reservation on the Charter Flight and receive a full refund. The following are major changes: (1) a change in the origin or destination city of a Charter Flight, unless the change is only the order in which cities the cities are flown; (2) a change in the departure or return date of a Charter Flight of greater than 48 hours; or (3) a Charter Flight price increase of more than 10% occurring ten or more days before departure of the Charter Flight. In no event may Branson AirExpress change the Charter Flight price less than ten days prior to departure of the Charter Flight. If a major change must be made in a Charter Flight, Branson AirExpress will exercise all reasonable commercial diligence to notify the Passenger within seven days after first of such major change, but in any event at least ten days before schedule departure of the Charter Flight. If a major change occurs less than ten days before the scheduled departure of a Charter Flight, Branson AirExpress will notify the Passenger as soon as possible. Within seven days

after receiving notification of a major change, but in no event later than departure, the Passenger may cancel such Passenger's reservation with Branson AirExpress and will receive a full refund within 14 days after such cancellation. When a major change occurs after departure of the Charter Flight which the Passenger is unwilling to accept, Branson AirExpress will refund to the Passenger, within 14 days after the scheduled return date of the Charter Flight, that portion of the price for such Charter Flight that applies to the services not accepted. Branson AirExpress has no right to cancel a Charter Flight less than 10 days before the scheduled departure date, except for circumstances that make it physically impossible to perform the Charter Flight or causes beyond its control. If Branson AirExpress must cancel the Charter Flight ten or more days before departure, Branson AirExpress will notify the Passenger in writing within seven days of cancellation, but in any event at least 10 days before the scheduled departure date of the Charter Flight. If Branson AirExpress must cancel the charter less than ten days before the scheduled departure (i.e. for circumstances that make it physically impossible to perform the charter trip or for causes beyond its control), Branson AirExpress shall notify the Passenger as soon as possible and a refund will be made to the participant within fourteen days of such notification. If a Charter flight is cancelled and alternative travel dates are offered and subsequently accepted by the Passenger, Branson AirExpress will re-accommodate that passenger on a future available Branson AirExpress flight.

#### **XI: CUSTOMER SERVICE**

Branson AirExpress is committed to providing the best possible customer service. In the rare event that you have cause for dissatisfaction during your flight, we encourage you to write to us or call us. For flights on Branson AirExpress operated by Elite Airways or Buzz Airways, email [rwood@flybranson.com](mailto:rwood@flybranson.com), or you may call 1-888-359-2541 to discuss this problem with us. For flights on Branson AirExpress operated by National Airlines, email [customerservice@nationalairlines.com](mailto:customerservice@nationalairlines.com), or you may call 1-855-757-6999.

#### **XII: MISCELLANEOUS**

The rights and remedies made available under this Agreement are in addition to any of the rights and remedies available under Missouri law. The acceptance by a Participant of a refund, or alternative travel arrangements, as provided in this Agreement shall constitute a full and final settlement and release of all other claims or remedies against Branson AirExpress. 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 agreements or representations of Branson AirExpress, verbal or in writing. This Agreement can be amended only in writing in a document signed by both parties. Any oral representation or modifications shall have no force or effect. Missouri law shall govern this Agreement. Except for baggage claims as outlined above, any claim against Branson AirExpress must be presented in writing within sixty days of the date of the return flight of a Charter Flight, and Branson AirExpress shall have no obligations or liabilities for any claims presented after said sixty-day period.

Last updated: March 7, 2016