

CONTRACT OF CARRIAGE USA JET AIRLINES

TABLE OF CONTENTS

| | |
|---|----|
| 1. Limits of Liability for Personal Injury or Death | |
| A. Generally..... | 3 |
| B. Advice to International Passengers on Limitation of Liability..... | 3 |
| C. Claims Restrictions, Including Time Periods in Which Passengers Must File a Claim or Bring Action Against the Air Carrier..... | 3 |
| D. Consequential Damages..... | 3 |
| 2. Limits on Liability for Baggage, Including Fragile or Perishable Goods and Availability of Excess Valuation | |
| A. Domestic Baggage Claim Limits and Procedures..... | 4 |
| B. International – Notice of Baggage Liability Limitations for Most International Travel (Including Domestic Portions of International Journeys)..... | 6 |
| C. General Conditions of Acceptance..... | 6 |
| D. Baggage Allowance..... | 7 |
| E. Carry-On Baggage..... | 7 |
| F. Fragile and Perishable Items..... | 9 |
| G. Restricted Articles..... | 10 |
| H. Conditions for Acceptance of Special Items..... | 10 |
| I. Rules on Reconfirmation of Reservations, Check in Times and Refusal to Transport..... | 10 |
| J. Acceptance of Children..... | 13 |
| K. Smoking: Smoking is Prohibited on all USA Jet Airlines Flights..... | 14 |
| L. Pets/Service and Emotional Support Animals..... | 14 |
| M. Use of Radios/TVs Onboard Aircraft..... | 15 |
| N. Fares..... | 15 |
| O. Denied Boarding..... | 16 |
| P. Right of the Air Carrier and Limits on Liability for Delay or Failure to Perform Service, Including Schedule Changes, Substitution of Alternate Aircraft, and Rerouting..... | 16 |
| Q. Lengthy Tarmac Delay Contingency Plan..... | 17 |
| R. Some Defined Terms..... | 17 |
| S. Contract/Limits/Rights/Rules; Where to Obtain Additional Information; Rights of the Air Carrier to Change Terms of the Contract..... | 19 |

CONTRACT OF CARRIAGE

INTRODUCTION

Welcome to USA Jet Airlines.

The document that you are reading is the “**Contract of Carriage**”. This document describes many of the rules that are imposed upon USA JET AIRLINES – some by the Federal Government and some by the airline itself. The contract also describes some of the rights available to its passengers and the prerequisites – or conditions – necessary for the passenger to avail themselves of those rights. If you choose to fly aboard a USA JET AIRLINES trip, then you will be deemed to have accepted this contract and the terms and conditions stated herein.

USA JET AIRLINES is a relatively unique air carrier in that most of its passenger flights are private charter flights – meaning, generally, that the entire aircraft has been purchased by one entity who has arranged the transportation for the passengers. While many FAA and DOT rules apply to private charters, many do not – and so there is a difference between a private charter and a commercial aircraft flying a schedule, for which passengers can buy a ticket over the phone, online or in person at the airport.

USA JET AIRLINES also operates “public charters” which are trips aboard USA JET AIRLINES that are purchased by the public via charter brokers, travel agents or ticket agents. **PLEASE NOTE: USA JET AIRLINES does not sell tickets and so matters involving ticket-related claims, pricing, scheduling (including schedule changes and cancellation), payments, refunds and the like are between the passenger and the ticket/travel agent and the terms of the operator/participant contract.**

We hope that you have an enjoyable trip aboard USA JET AIRLINES and thank you for flying with us.

1. LIMITS OF LIABILITY FOR PERSONAL INJURY OR DEATH

IF THE PASSENGER’S JOURNEY INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE AND IN MOST CASES LIMITS THE LIABILITY OF CARRIERS FOR DEATH OR PERSONAL INJURY AND LOSS OF OR DAMAGE TO BAGGAGE.

SEE ALSO NOTICES HEADED “ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY” AND “INTERNATIONAL - NOTICE OF BAGGAGE LIABILITY LIMITATIONS FOR MOST INTERNATIONAL TRAVEL.”

A. GENERALLY

USA JET AIRLINES liability for any accident, injury, or death is governed by applicable laws.

B. ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that a treaty known as the Montreal Convention may apply to the entire journey, including any portion thereof entirely within a single country. For such passengers, the Montreal Convention, including special contracts of carriage embodied in applicable tariffs, governs the liability of the carrier for death of or injury to passengers. The names of carriers that are party to such special contracts are available at all ticket offices of such carriers and may be examined upon request.

C. CLAIMS RESTRICTIONS, INCLUDING TIME PERIODS IN WHICH PASSENGERS MUST FILE A CLAIM OR BRING ACTION AGAINST THE AIR CARRIER

1. No claim for loss, damage, or delay in delivery of baggage, or personal injury or death of a passenger will be entertained by USA JET AIRLINES unless preliminary notice of the claim is presented to an office of the carrier within four (4) hours after occurrence of the event giving rise to the claim. For claims involving international travel, a written claim must be submitted within seven (7) days of the loss. Failure to give notice within these time limits will not bar the claim if the claimant establishes, to the satisfaction of the carrier, that he/she was unable, in whole or in part, to file such claim.

2. Any legal action premised on or related to the incident must be commenced within one (1) year of the date of the incident. If notice is not provided as set forth above and legal action is not commenced within one (1) year of the date of the incident, then USA JET AIRLINES disclaims any and all liability arising from or relating to such incident.

D. CONSEQUENTIAL DAMAGES

Neither the purchase of a seat on a charter flight nor the occupancy of a flight on a private charter flight guarantees transportation on any USAJ aircraft. USAJ shall in no event be liable for any indirect, special, consequential or punitive damages resulting from the performance or delay in performance of, or failure to perform,

transportation of passengers and other services incidental thereto (except baggage liability solely as provided herein) whether or not USAJ had knowledge that such damages might be incurred.

2. LIMITS ON LIABILITY FOR BAGGAGE, INCLUDING FRAGILE OR PERISHABLE GOODS, AND AVAILABILITY OF EXCESS VALUATION

A. DOMESTIC BAGGAGE CLAIM LIMITS AND PROCEDURES

1. USA JET AIRLINES' liability for loss, damage or delay in delivery of baggage in its custody shall not exceed \$3,300 per passenger.

a. When wheelchairs or other assistive devices are disassembled by USA JET AIRLINES for stowage, USA JET AIRLINES shall reassemble them and ensure their prompt return to the disabled passenger. Wheelchairs and other assistive devices shall be returned to the passenger in the condition received by USA JET AIRLINES.

b. With respect to domestic transportation, the baggage liability limits of this section and 14 CFR, part 354, do not apply to liability for loss, damage, or delay concerning wheelchairs or other assistive devices. The criterion for calculating the compensation for a lost, damaged, or destroyed wheelchair or other assistive device shall be the original purchase price of the device.

c. USA JET AIRLINES shall not require qualified individuals with a disability to sign waivers of liability for damage to or loss of wheelchairs or other assistive devices.

NOTE: ALL CLAIMS ARE SUBJECT TO PROOF OF VALUE AND LOSS

2. When USA JET AIRLINES has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables, nor for damage to or damage caused by fragile items, liquids or perishables which are unsuitably packed and which are included in a passenger's checked baggage with or without USA JET AIRLINES knowledge. USA JET AIRLINES may allow a passenger to check fragile and/or perishable items that are unsuitably packed upon the execution of a limited liability release tag issued by the ticket/travel agent or their contracted gate personnel.

3. USA JET AIRLINES is not responsible for lost, damaged, or stolen items including but not limited to, cash, securities and bonds, business documents, credit cards, cash vouchers, bank books, checks, commuter passes, keys, jewelry, precious metals and gems, silverware, computers and accessories, digital cameras and accessories, video cameras and accessories, mobile/cell phones, DVD/CD players and accessories, passports, ID card, product samples, medications and supplies, eyewear and contact lens, alcohol, tobacco, perfumes, toiletries, perishable items and food, HAZMATS contained in checked or unchecked baggage. If any of these items are lost, damaged, or delayed, the passenger will not be entitled to any reimbursement.

4. USA JET AIRLINES will not be liable for damage to protruding parts of baggage including but not limited to wheels, pockets, hanger hooks, pull handles, straps, zippers, and locks. Additionally, USA JET AIRLINES will not be liable for defects and/or minor damage as a direct result of normal wear and tear, such as cuts, scratches, scuffs, stains, dents, and punctures.

5. Carry on baggage which remains in the custody of the passenger is the sole responsibility of the passenger. USA JET AIRLINES will not accept claims for lost, forgotten, or stolen carry on baggage unless such baggage is tendered to USA JET AIRLINES in-flight personnel for storage during flight or otherwise delivered into the custody of USA JET AIRLINES. Storage in overhead bins or under a seat shall not be construed as delivery into USA JET AIRLINES custody.

6. The ticketing agent, and not USA JET AIRLINES will be the party to whom a claim for delayed checked baggage delivery charges should be made. The passenger should anticipate that the ticket agent may deny the claim if the checked baggage was not presented for check-in at least forty-five (45) minutes prior to the scheduled departure time of the customer's originating flight. NOTE: The minimum check-in requirement for some flights is greater than 45 minutes as defined later in this document.

7. Any exclusion or limitation of liability of USA JET AIRLINES shall apply to and be for the benefit of agents, servants, and representatives of USA JET AIRLINES and any person whose aircraft is used by USA JET AIRLINES for carriage and its agents, servants, and representatives.

B. INTERNATIONAL – NOTICE OF BAGGAGE LIABILITY LIMITATIONS FOR MOST INTERNATIONAL TRAVEL (INCLUDING DOMESTIC PORTIONS OF INTERNATIONAL JOURNEYS)

Liability for loss, delay, or damage to baggage is limited to 1131 Special Drawing Rights (SDRs) (SDR is defined in terms of a basket of major currencies use in international trade and finance) for each customer unless a higher value is declared in advance and additional charges are paid. Excess valuation may not be declared on certain types of valuable articles. Carriers assume no liability for fragile or perishable articles. Further information may be obtained from the carrier.

C. GENERAL CONDITIONS OF ACCEPTANCE

1. USA JET AIRLINES will accept for transportation as baggage such personal property as necessary or appropriate for wear, use, comfort, or convenience of the passenger for the purpose of the trip.

2. All baggage is subject to inspection. Checked baggage will be accepted for transportation only on flights on which the passenger is traveling. USA JET AIRLINES will not accept baggage whose size, weight, or character makes it unsuitable for transportation on the aircraft as determined by USA JET AIRLINES. Baggage items must be suitably packaged to withstand normal handling as checked baggage or they may be refused. Acceptance of any baggage does not constitute agreement by USA JET AIRLINES that such baggage is suitably packed.

3. USA JET AIRLINES will accept live animals (dogs/cats) (as space permits and up to the limit of three pet carries for public charter flights), in checked baggage, with an airline-approved animal transport kennel, on domestic travel only, and only as temperature conditions permit.

4. The ticketing agent from which the passenger purchased USA JET AIRLINES flight, may have baggage check rules that will require the passenger to check baggage a period of time prior to the intended departure. The passenger must check that ticket agent's website to determine the requirements. USAJ Jet advises that:

a. Baggage must be checked at the airport in advance of flight departure.

b. The passenger's name must appear on the outside of the baggage.

5. As USA Jet conducts only one-way and round trip charter flights, baggage will only be checked to the passenger's final destination airport

6. Although the ticketing agent may require a greater advance check-in time, in no case will baggage be accepted at the ticket counter less than 45 minutes prior to the scheduled departure of their flight, due to security requirements. Please note the minimum check-in time for passengers with checked baggage may be greater than 45 minutes at some airports.

7. Checked baggage may be claimed only by the holder of the baggage claim check. Baggage claim checks must be returned to USA JET AIRLINES or the ticket/gate agent on request. USA JET AIRLINES is not responsible to determine that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage.

8. Acceptance of baggage by the bearer of a claim check without filing a complaint shall constitute evidence of delivery by USA JET AIRLINES of the passenger's baggage, with all original contents, in good condition.

9. Baggage is measured by length + width + height. The dimensions of each measurement are added together to compose the total number of linear inches.

D. BAGGAGE ALLOWANCE

1. Baggage Allowance – there is no charge for baggage.

E. CARRY-ON BAGGAGE

1. The suitability for carriage of any carry-on baggage will be exclusively determined by USA JET AIRLINES. Each passenger may carry on one (1) bag totaling no more than 22" x 13" x 10" in dimension – not counting one "personal item" such as handbag, laptop, musical instruments (with the same size limitations). Neither the permissible bag nor the personal item may exceed 30 lbs. The bag must be stowed under the seat in front of the passenger or in an approved overhead bin. Garment bags are considered one of the allotted pieces. (See exemptions from this rule for certain medical or assistive devices).

2. Medical Equipment and Stowage Policy of USA JET AIRLINES:

Any mobility aid or assistive device that is approved for in-cabin transport on USA JET AIRLINES, which is carried by a qualified passenger with a disability, is not subject to the one piece carry-on limit, provided such aid or device fits in an approved storage space. USA JET AIRLINES may refuse to transport a customer requiring the following medical equipment or services, which are not authorized or cannot be accommodated on USA JET AIRLINES aircraft:

- Medical oxygen for use on board the aircraft
- Incubators, respirators/ventilators that must receive power from the aircraft's electrical power supply
- Persons who must travel on a stretcher

a. Passenger Medical Oxygen

Flights operated by USA JET AIRLINES, passengers may use Portable Oxygen Concentrators (POCs) that have been approved for use by USA JET AIRLINES or by the Federal Aviation Administration regulations. The current list of approved POC devices is available on usajetairlines.com or may be obtained by calling USA JET AIRLINES.

The passenger must have a sufficient number of fully charged batteries to cover the duration of the flight and anticipated delays, plus one extra battery for unanticipated delays. Extra batteries must be packaged for carry-on in a manner to prevent short circuit. Battery terminals must either be recessed or packaged so as to prevent contact with metal objects, including terminals of other batteries.

Medical Certificate Required - All passengers using a POC on a USA JET AIRLINES flight must possess a written statement or a medical certificate indicating:

1. A signature by a licensed physician certifying the need for in-flight oxygen.
2. The passenger is able to fly without physical risk to herself/himself or to other passengers.

The passenger must possess the physical and cognitive ability to see, hear and understand the device's oral and visual cautions and warnings and is able without assistance to take the appropriate action in response to those cautions and warnings.

The written statement must provide the maximum oxygen flow rate corresponding to the pressure in the cabin of the aircraft under normal operating conditions.

b. Wheelchairs, other assistive devices

A cane, a collapsible walker, or the like, may be brought into the passenger compartment and stowed if it will fit in the overhead compartment or below the seat without obstruction, or in a closet. It will not be counted as a checked bag.

If a collapsible wheelchair cannot be safely stowed in the overhead compartment or under a seat without obstruction USA Jet Airlines will endeavor to give it priority space in a closet or stowage area. If there is insufficient space in the cabin, USA Jet Airlines will place it in the baggage compartment and attempt to place it for early retrieval for the benefit of the passenger.

c. Battery Powered Wheelchairs

Will be prepared for transport and transported in the cargo compartment of the aircraft, pursuant to FAA requirements.

F. FRAGILE AND PERISHABLE ITEMS

1. Fragile items will be accepted if they are appropriately packaged in an original factory-sealed container, in a case designed for shipping such items, or packed with airline-approved, protective material. Fragile items without appropriate packaging will be accepted only upon the execution of a release, furnished by USA JET AIRLINES, which indemnifies USA JET AIRLINES against liability for damage to, loss or spoilage of contents, or delay in delivery resulting in damage to, loss, or spoilage of such items.

2. USA JET AIRLINES will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling, the size, weight, or character of which

makes it unsuitable for transportation, or that cannot be accommodated without harming or annoying passengers.

G. RESTRICTED ARTICLES

1. Regulated Hazardous materials will not be accepted for transportation aboard USA JET AIRLINES aircraft.

2. Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.

H. CONDITIONS FOR ACCEPTANCE OF SPECIAL ITEMS

1. The following are special items that will be accepted as checked or carry-on baggage, subject to specified conditions when applicable:

a. Firearms

i. Must be declared to USA JET AIRLINES if properly prepared for transportation per FAA and TSA regulations. Exceptions for carry-on for law enforcement.

b. Seat Baggage

i. When determined acceptable by USA JET AIRLINES, an item of baggage may occupy a seat, providing the passenger accompanies the property, the item meets specified dimensions, can be properly secured by the seat belt and there is space available for all intended or actual passengers.

I. RULES ON RECONFIRMATION OF RESERVATIONS, CHECK IN TIMES, AND REFUSAL TO TRANSPORT

USA JET AIRLINES does not sell tickets or seats on its aircraft. For public charters, USA Jet contracts with ticket or travel agents who provide ticketing and reservation services to the passengers. The passenger should check with the travel/ticket agency with whom it obtained the reservations/tickets for rules regarding the following matters:

1. CONFIRMED SEATS

2. CANCELLATION OF RESERVATIONS - NOTE:

Notwithstanding the Travel Ticket Agency rules, the following minimum rules will apply for transportation via USA Jet Airlines:

a. All reservations are subject to cancellation without notice:

i. If the passenger is not present at the boarding gate at least ten (10) minutes prior to original scheduled departure time of the flight.

ii. If the passenger fails to occupy a reserved seat (for example, a no-show).

iii. If such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever advisable by reason of weather or other conditions beyond USA JET AIRLINES control.

iv. If USA JET AIRLINES refuses to transport the passenger for any of the reasons stated above, the passenger will not be eligible for denied boarding compensation. Cancellation may apply to all segments in the itinerary.

v. USA JET AIRLINES does not guarantee to provide any particular seat on the aircraft that has not been pre-purchased.

3. REFUSAL TO TRANSPORT

a. USA JET AIRLINES may refuse to transport or may remove from any flight any passenger for one or several reasons, including but not limited to the following:

i. Compliance with applicable government rules, regulations, requirements, or government requisition of space.

ii. Action necessary or advisable due to weather or other conditions beyond the control of USA JET AIRLINES.

iii. Refusal by a passenger to permit a search of personal property for explosives, weapons, controlled substances, dangerous articles or other prohibited items.

iv. Refusal by a passenger to produce positive identification upon request.

v. Passenger's physical or mental condition is such that, in USA JET AIRLINES sole opinion, passenger is rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant. Passenger may be accepted provided advance notice is given and an accompanying attendant is responsible for caring for the passenger enroute.

vi. If a passenger's conduct is disorderly, abusive or violent, or the passenger:

1) Appears to be intoxicated or under the influence of drugs.

2) Attempts to interfere with any member of the flight crew.

3) Refuses to obey instructions from any flight crewmember.

4) Has a communicable disease that has been determined by a federal public health authority to be transmissible to other persons in the normal course of flight.

5) Has an offensive odor not caused by a disability or illness.

6) Is barefoot, or is clothed in a manner that would cause discomfort or offense to other passengers.

7) Is unable to sit in a seat with the seat belt fastened.

8) Engages in any action, voluntary or involuntary, that might jeopardize the

safety of the aircraft or any of its occupants.

vii. A passenger who wears or has on or about their person concealed or unconcealed dangerous weapons. USA JET AIRLINES will carry a passenger who meets the qualifications and conditions established by Federal Aviation Regulations and/or TSA regulations.

viii. A passenger who requires constant oxygen or other life support equipment.

ix. Pregnant women are accepted on USA JET AIRLINES provided that the pregnancy has not passed the thirty-sixth (36) week. In the case of an expectant mother who has passed the thirty sixth (36) week stage of pregnancy, prior notification including doctor's certificate stating the stage of pregnancy and the woman's fitness to travel by air must be given to the airline.

x. An infant aged seven (7) days or less, or an infant requiring an incubator or other life support systems.

4. Liability for Refusal: USAJ is not liable for the refusal to transport any passenger or for its removal of any passenger In accordance with, but not limited to Section 3 above, or governmental laws, rules or regulations.

J. ACCEPTANCE OF CHILDREN

1. Infants under seven (7) days old will only be accepted for air travel when a physician's statement or certificate specifically permits the transportation on the date of intended travel.

2. Unaccompanied Children: Unaccompanied children under 6 years of age will not be accepted under any circumstances.

3. Unaccompanied Children between the ages of 6 years and 15 years of age may travel aboard USA Jet Airlines under the following conditions:

a. Proof of age (birth certificate) will be required.

b. The child must be accompanied by a parent or responsible adult until the child is boarded on the flight and the flight departs.

c. The child must be met at the destination by another parent or responsible adult.

d. Children may travel unaccompanied only on flights that carry them nonstop directly to their ultimate destination.

4. Children aged 15 or over may travel unaccompanied – although notice should be given to USA JET AIRLINES in advance so that it is aware of certain procedures that it should undertake.

K. SMOKING: SMOKING IS PROHIBITED ON ALL USA JET AIRLINES FLIGHTS.

L. PETS/SERVICE AND EMOTIONAL SUPPORT ANIMALS:

1. Pets:

a. USAJ will accept live animals (dogs/cats) (as space permits and up to the limit of three pet carries for public charter flights), in checked baggage, with an airline-approved animal transport kennel, on domestic travel only, and only as temperature conditions permit.

b. USAJ will not accept any live cargo in the cargo compartments.

2. Service Animals

a. USA JET AIRLINES accepts for transportation, without charge, service animals trained in special assistance to the disabled, dogs trained in search and rescue functions, and dogs trained to detect explosives. The trained service animals, when properly harnessed, will be permitted to accompany passengers (handlers) in the cabin, but may not occupy a seat or block access to the aisle

b. The animal will not be permitted to occupy a passenger seat, nor will it be permitted to be located in an exit row. Every attempt will be made to

accommodate any passenger accompanied by a service animal in a bulkhead seat.

3. Emotional Support Animals

a. USAJ will accept Emotional Support Animals (ESA's) only with the proper paperwork and documentation. ESA's are defined as animals that are necessary to passenger's health or treatment as validated by a mental health provider. A medical certificate is required for all ESA's with the Approved Mental or Emotional Disability stating the passenger needs ESA as an accommodation for air travel or activity at the destination. Validation must be provided by a licensed mental health professional and include date and jurisdiction information.

b. Advance notification of 48 hours prior to flight departure is required so USAJ can verify documentation.

4. USAJ will not accept any responsibility or liability for live animals.

5. Various states of the United States, and most foreign nations, may have specific requirements for bringing in animals from outside. You should contact your veterinarian or the U.S. Department of Agriculture (Animal and Plant Health Inspection Service) to ensure that you are aware of any such requirements.

M. USE OF RADIOS / TVS ONBOARD AIRCRAFT

1. Radios, TV receivers, cellphones and BlackBerry's cannot be used onboard aircraft because of the potential for interference with the aircraft's electronic navigation equipment.

N. FARES

1. USA Jet Airlines does not set the price for travel by its public charter passengers, does not collect fares from passengers and is therefore not capable of providing a refund of fares paid by the passenger to the travel/ticketing agent utilized by the Passenger to acquire the intended transportation.

The passenger must contact the travel/ticketing agent, or its website, to determine the applicable rules regarding fares, refunds, currency, deadlines and the like.

O. DENIED BOARDING

1. The newly issued and previously existing rules and regulations regarding denied boarding compensation does not apply to Charters – public or private -- and therefore USA JET AIRLINES does not offer denied boarding compensation to its passengers. USA Jet Airlines will work with the ticketing agents that utilize the USA Jet Airlines aircraft to provide assurances that flights are not oversold. Nevertheless, in the event that the ticketing/travel agent has oversold a flight aboard USA Jet Airlines, the affected passengers rights to compensation, if any, are between the passenger and the ticket/travel agency and will not involve USA JET AIRLINES.

P. RIGHT OF THE AIR CARRIER AND LIMITS ON LIABILITY FOR DELAY OR FAILURE TO PERFORM SERVICE, INCLUDING SCHEDULE CHANGES, SUBSTITUTION OF ALTERNATE AIRCRAFT, AND REROUTING

1. USA JET AIRLINES will endeavor to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.

2. The agreed stopping places are those places shown in USA JET AIRLINES or the travel/ticket agency's timetables as scheduled stopping places on the route. USA JET AIRLINES may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown on the timetable.

3. Schedules or itineraries are subject to change without notice. USA JET AIRLINES is not responsible or liable for failure to make connections or for failure to operate any flight according to a schedule or itinerary, or for a change to the schedule or itinerary of any flight. Under no circumstances shall USA JET AIRLINES be liable for any special, incidental or consequential damages arising from the foregoing (including the carriage of baggage) whether or not USA JET AIRLINES had knowledge that such damages might be incurred.

4. Without limiting the generality of the foregoing, USA JET AIRLINES cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available based on the sole determination of USA JET AIRLINES.

5. USA JET AIRLINES will not provide or reimburse passengers for expenses incurred due to delays or cancellations of flights.

Q. LENGTHY TARMAC DELAY CONTINGENCY PLAN

1. In the event of tarmac delays flight, USA JET AIRLINES will follow its Lengthy Tarmac Delay Contingency Plan, as required in 14 CFR 259.4. If USA JET AIRLINES is on the tarmac for two hours USA JET AIRLINES will make sure the passengers/guests have:

- i. Adequate food and portable water
- ii. Operable lavatory facilities and
- iii. Medical attention if needed

2. At the two hour time limit on the tarmac, USA JET AIRLINES will start the process of implementing its Contingency Plan and work with Ground Handling and Operations Control Departments, the airport and other necessary groups to confirm the status of the tarmac hold. If the delay appears to be ongoing, and local circumstances allow, the captain may choose to return to the gate and allow passengers/guests to deplane.

3. USA JET AIRLINES will resume the flight once they have been given clearance to do so and will re-board the passengers and guests accordingly.

R. SOME DEFINED TERMS

As used in this contract:

Baggage means such articles, effects, and other personal property as are necessary or appropriate for the passenger's wear, use, comfort, or convenience in connection with their trip, whether checked in the cargo compartment or carried in the passenger compartment of the aircraft.

Baggage Claim Check: The instrument by which a passenger's baggage is accepted by the ticketing or gate agent. All checked

baggage will be tagged and the passenger will receive a claim check for each piece of baggage checked.

Boarding Pass: A boarding pass is given to the passenger once they have checked in for the charter flight, and provides the authority by which a passenger can gain access to a flight for the purpose of air transportation.

Carriage: is equivalent to transportation.

Carry-on Baggage: Any baggage the passenger carries onto the aircraft. The total dimension of the baggage cannot exceed 45" linear inches.

Charterer: The person or entity who charters the flight from USA JET AIRLINES. This term includes Public Charter Operators, single-entity or private charterers, or charter brokers.

Charter Operator: The Charterer responsible for organization, sale and conduct of a Public Charter operation.

Manifest: The document that NATIONAL will receive from the Charterer that contains all of the passengers' names for the charter flight. The manifest requires the passenger name to appear as it does on their government issued ID.

Passenger/Guest: Any person whose name appears on the passenger manifest from the Charterer.

Private Charter/Single Entity Charter: Means a charter the cost of which is borne by the charterer and not by individual passengers, directly or indirectly.

Public Charter: Means a flight operated under the terms of a charter contract between USA JET AIRLINES and a charter operator under the provisions of 14 CFR Part 380. It does not include scheduled air transportation, scheduled foreign air transportation, nonscheduled cargo air transportation, or private or single entity charter air transportation.

Qualified Individual with a Disability: Any passenger meeting the definition of "individual with a disability" contained in 14 CFR 382.5.

Special Drawing Rights: A measure of value based on a basket of major currencies, as established by the International Monetary Fund, and used in international trade and finance.

Ticket means a paper ticket or electronic confirmation, baggage check, and accompanying notices are obtained from the

ticket/travel agent through which the passenger purchased the intended transportation. That ticket may reference terms and conditions on the ticket itself or it may refer the passenger to the travel/ticket agent's website. In either case, those terms and conditions will govern matters that may arise involving the intended transportation aboard USA JET AIRLINES aircraft, except as addressed by or superseded by these terms and conditions.

Warsaw Convention means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, October 12, 1929, or that Convention as amended at The Hague, September 28, 1955, whichever may be applicable.

S. CONTRACT LIMITS/RIGHTS/RULES; WHERE TO OBTAIN ADDITIONAL INFORMATION; RIGHTS OF THE AIR CARRIER TO CHANGE TERMS OF THE CONTRACT

1. Air transportation aboard USA JET AIRLINES is also subject to the following:
 - a. Limits of liability for personal injury or death;
 - b. Limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation;
 - c. Claim restrictions, including time periods, in which passengers must file a claim or bring an action against the air carrier;
 - d. Rights of the air carrier to change terms of the contract;
 - e. Rules on reconfirmation of reservations, check-in times, and refusal to carry; and
 - f. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carrier or aircraft, and rerouting.
2. You can obtain additional information on items (a) through (f) above by contacting USA JET AIRLINES at 734-547-7200 or by accessing its website: www.usajet.aero and submitting a query to paxcharters@usaj.aero

You have the right to inspect the full text of each transporting air carrier's rules at its airport offices and the locations being served by USAJ. Because USAJ

does not maintain hubs, requests for USAJ rules may be made to the airline representative on site or by contacting the company as set forth below.

Information on ordering the full text of each carrier's terms is available by contacting the carrier as described above. If one desires further information on USA JET AIRLINES Conditions of Contract, the full text of the USA JET AIRLINES Contract of Carriage may be inspected upon request by contacting the airline at the contact information listed above. A copy of the contract may be obtained from the following USA JET AIRLINES representative: USA JET AIRLINES Complaint Resolution Officer USA JET AIRLINES 2068 E Street, Belleville, MI 48111

3. USA JET AIRLINES reserves the right to change or modify any of the Contract of Carriage with or without notice to the passenger. No agent, employee or representative of USA JET AIRLINES has authority to alter, modify or waive any provision of the Contract of Carriage unless authorized in writing by a corporate officer of USA JET AIRLINES.