



CONSUMER OPERATOR PARTICIPATION CONTRACT (COPC)

TOUR OPERATOR: Vision Holidays

AIRLINE: Vision Airlines, Inc.

Please read the information provided within the contents of this document.

GENERAL:

When you reserve a trip as described in this Agreement, a contract is made and each party has certain rights and obligations. The price of the trip, dates of the outbound and return flights, the origin and destination cities and other conditions are specified in this Agreement. The Charter Participants ("You" or "Your"), named in this Agreement, Vision Holidays, located at 2705 Airport Drive, North Las Vegas, NV 89032 ("Tour Operator"), and your booking agent, ("Authorized Agent") agree to provide the air transportation, and optional accommodations or amenities and services specified in your confirmation subject to the terms, conditions and limitations contained in this Agreement.

RESERVATIONS:

To reserve space, you must make a reservation accompanied by payment in the appropriate amounts, payable to your Authorized Agent or Tour Operator's escrow account. Reservations must be received by the Authorized Agent/Tour Operator. The Authorized Agent/Tour Operator will process each reservation on a first-come, first-served basis as established by their order of receipt. Paid reservations that cannot be accommodated because requested transportation is fully booked, will be returned within seven (7) days, or with your approval and authorization, the payment will be held and your name placed on a waiting list in case confirmed passenger(s) cancel their reservations. The passenger's failure to possess a government issued ID, such as a valid driver's license or passport, will result in the denial of boarding without the right to alternate transportation or refund.

PAYMENT & FINANCIAL PROTECTION:

You hereby agree to confirm payment in full at the time of submitting your reservation. Your payment is escrowed with the Shelby Financial Corporation at 5 Great Valley Parkway Ste 110, Malvern, PA 19355. Your payment is also protected by a Surety Bond between the Tour Operator and Platt River Insurance Co., PO Box 5900, Madison, WI 53705. Any participants' claim against this Surety Bond must be filed in writing within sixty (60) days after the date (or intended date) of operation of the return flight with the Tour Operator; and if party is unavailable, with Platt River Insurance Company. Upon expiration of this sixty (60) day period, Platt River Insurance Company is automatically released from any liability to the participant under the Surety Bond except as to claims that have already been properly filed.

NOTICE TO PERSONS UNDER AGE 21:

State laws prohibit persons under the age of 21 from gambling at a casino and from consuming alcoholic beverages. Any trip participant under age 21 will not be permitted to engage in these activities.

CANCELLATION, CHANGES AND REFUNDS:

If you cancel or change your reservation within seventy-two (72) hours of your confirmation but not less than ten (10) days prior to travel, you are entitled to a full refund. Any changes or cancellations after seventy-two (72) hours are subject to the penalty policy outlined in the Authorized Agent/Tour Operator brochure, flyer, and/or advertised materials. Failure to make payment shall constitute automatic cancellation by you. No refund will be made for any portion of included accommodations or services which you do not use.

CANCELLATIONS BY AUTHORIZED AGENT/TOUR OPERATOR:

Authorized Agent/Tour Operator reserves the right to cancel your trip at any time prior to scheduled departure for any reason. You will be notified in advance. The notice will be in writing and provided within seven (7) days of cancellation, but no later than ten (10) days before the scheduled departure date. A full refund will be made within fourteen (14) days after such cancellation. Authorized Agent/Tour Operator will not cancel a trip less than ten (10) days before departure, except for circumstances that make it physically impossible to perform the trip. If such circumstance occurs, Authorized Agent/Tour Operator will notify you as soon as possible and if the trip is canceled, Authorized Agent/Tour Operator will refund all monies within fourteen (14) days.

MAJOR CHANGE:

You may cancel within seven (7) days after receiving notification of a major change (but in no event later than departure) and receive a full refund within fourteen (14) days thereafter. A major change is as follows: A change in the departure or return date unless the change results from a flight delay experienced by the air carrier, although a delay of longer than forty-eight (48) hours will automatically be considered a major change; A change in the origin or destination city; A substitution of any hotel listed in the applicable brochure/flyer/advertising material by the Authorized Agent/Tour Operator. Substitution of hotel rooms by the original confirmed hotel in the case of an over-sale is a supplier change and does not constitute an Authorized Agent/Tour Operator major change; A price increase of more than ten percent (10%) 4. occurring ten (10) or more days before departure. Authorized Agent/Tour Operator will not increase the trip price less than ten (10) days before departure. If a major change occurs, Authorized Agent/Tour Operator will notify you within seven (7) days after learning of the change, but at least ten (10) days before scheduled departure. If Authorized Agent/Tour Operator first becomes aware of a major change less than ten (10) days before scheduled departure, Authorized Agent/Tour Operator will notify you as soon as possible. If a major change occurs in a public charter after departure of your outbound flight which you are unwilling to accept, Authorized Agent/Tour Operator will refund within fourteen (14) days after your scheduled return day that portion of payment which applies to the services not provided.

AIR TRANSPORTATION:

Flights will be operated via chartered service of Vision Airlines Incorporated as noted in the brochure/flyer/advertised material and listed on this Agreement. The airline supplies the air transportation subject to all applicable U.S. and foreign laws, regulations and treaties. The Authorized Agent/Tour Operator reserves the right to substitute another duly-licensed air carrier and/or change aircraft type, capacity and routing and does not guarantee non-stop or single plane services. No refund will be given for such substitution or changes. Additionally, subject to the provision of this Agreement governing "Major Change", Authorized Agent/Tour Operator reserves the right to change the form of air services from charter flight to scheduled flight and vice-versa. Consumer protection in this Agreement afforded public charter passengers will apply only to passengers who travel on a public charter flight. Passengers who travel on a scheduled service will receive only the consumer protection applicable to scheduled service.

BAGGAGE:

The direct air carrier limits liability for loss or damage to personal luggage to the actual value of such baggage but not more than \$1,250.00 per person for checked or unchecked baggage. The Authorized Agent/Tour Operator cannot be responsible for lost or damaged luggage.

RESPONSIBILITY:

The Tour Operator acts as the principal and is responsible for making arrangements with the Authorized Agent, ground transportation companies, and other travel suppliers to provide you with the described services listed in the program brochure/flyers/advertised material. The services are subject to conditions imposed by these suppliers who may limit their liability by tariffs, contracts and international agreements. Therefore, you agree that unless the Authorized Agent/Tour Operator is negligent, they are not responsible to you for any claims, losses, damages, costs or expenses arising out of your injury or death, damage, loss of, or delay of your baggage, or other property; or delay, inconvenience, loss of equipment, or frustrations, whether physical or mental, resulting from the following: The act or omission of any person or firms supplying your charter services; Mechanical breakdown, government actions, strikes, weather, acts of God or other factors and causes beyond the Authorized Agent/Tour Operator control or the control of any supplier of your charter services; Your failure to follow instructions, including but not limited to, check-in and check-out times and baggage handling; Authorized Agent/Tour Operator may refuse to accept or retain you as a participant at any time whenever Authorized Agent/Tour Operator, in its sole judgment, conditions warrant, in which case appropriate refunds will be made.

TICKET AND VOUCHERS:

Once presented to the passenger, the safekeeping of airline tickets, vouchers and other travel documents shall be the passengers' responsibility. Authorized Agent/Tour Operator is not responsible for the loss or theft or misplacement, nor for additional expenses incurred through the loss, theft or misplacement of the documents.

MISCELLANEOUS:

Authorized Agent/Tour Operator reserves the right to amend this Agreement without notice to the participant so long as such amendment is in compliance with applicable government regulations. The acceptance by the participant of a refund offered under this Agreement shall constitute a waiver of any other rights and remedies.