

PUBLIC CHARTER

OPERATOR-PARTICIPANT CONTRACT

This agreement sets forth the terms and conditions under which we, Mesquite Gaming, LLC, in return for payment of the amount indicated as the total charter price, agree to provide you this charter flight.

RESPONSIBILITY: Mesquite Gaming, LLC, as principals, are responsible to you for arranging and providing all of the services and accommodations offered in connection with these charter flights, *provided*, however, that in the absence of negligence on Mesquite Gaming, LLC, Mesquite Gaming, LLC is not responsible for personal injury or property damage or other loss or expense caused by the air carrier, hotel, or other supplier(s) of any of the other services being offered or provided in connection with the charter.

RESERVATIONS AND PAYMENT: Payment of the Charter Price and a signed contract is required to secure reservations. If the charter is fully booked when your reservation is received, your payment will be returned within 7 days, or with your authorization, we can retain the deposit and place your name on a waiting list in case other passengers cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within 7 days that your selected flight is fully booked.

All checks, money orders, and credit card payments must be made payable to Valley National Bank our depository bank.

CHARTER PRICE: The charter price, Departure Date, Return Date, Origin City, Destination City and Tour Itinerary are set forth on the Tour and Travel Acknowledgment attached. Any tips or gratuities not specifically mentioned as included in the total charter price will be at your discretion. Except for "major changes," as described below, no refund will be made for any accommodations or services included in the charter price which you voluntarily do not use.

INSURANCE: Trip cancellation, health, and accident insurance are available. We strongly recommend it. This important, low-cost protection can save you money if you are forced to cancel or alter your trip. If you are interested in receiving more information please contact CSA Travel Insurance and Assistance Services at (800) 348-9505 direct. Cancellation insurance is provided by independent third parties. Mesquite Gaming, LLC and/or its agents do not guarantee payment under any cancellation insurance policy or the viability of an insurance company.

BAGGAGE: The air carrier allows each passenger to bring on the flight **3 pieces of checked baggage, no larger than 62 inches total (L+W+H) dimensions or heavier than 70 pounds each & 1 item of golfing equipment defined as one or up to all of a combination of the following: One golf bag containing not more than 14 golf clubs; 12 golf balls, one pair of golf shoes. Passengers wishing to check golf clubs have two options: 1. Hard shell golf travel containers in which no limited liability release is required; 2. All other golf travel bags (i.e., soft-sided bags in which a limited liability release will be required (the limited liability release absolves air carrier of responsibility for pre-existing damage to the clubs, or damage from the normal course of handling). Passengers are permitted to carry on one small bag and a personal item. Items must fit into overhead bin or under seat for takeoff and landing.**

For INTERNATIONAL flights, the air carrier's liability is limited to the actual value of the baggage but not more than \$9.07 per pound (\$20 per kilogram) in the case of checked baggage and approximately \$400.00 per passenger for unchecked baggage. Unless the actual weight is entered on the baggage check, each piece of checked baggage is presumed to weigh 32 kilograms and, accordingly, our liability is limited to \$640 per piece. For DOMESTIC flights, the carrier's liability is limited to \$1,250.00 per passenger total, for checked and unchecked baggage.

AIRCRAFT: This flight will be performed by XTRA Airways using a Boeing 737-400 Series Aircraft with a maximum of 150 public charter seats. The air carrier reserves the right to substitute equivalent aircraft if necessary.

SECURITY AGREEMENT: Your payments are protected in part by a surety bond that Mesquite Gaming, LLC has obtained from NAME OF BOND COMPANY.

Unless you file a claim with us, or, if we are not available, with the securer within 60 days after the completion of the charter, the securer will be released from all liability to you under the security agreement.

CANCELLATION AND REFUND: IF YOU CANCEL YOUR RESERVATIONS: YOU WILL RECEIVE NO REFUND EXCEPT UNDER THE LIMITED CIRCUMSTANCES SET FORTH BELOW, notification of cancellation should be emailed in to our flight program reservation department. Cancellations are effective from the day that you advise us of your cancellation and you receive a cancellation number. All requests for refunds must be sent to us in writing at the address listed under Charter Operator Information. (see below)

Cancellation Notice Received:

- Except as specifically provided below, a non-refundable Twenty Five Dollar (\$25.00) administration fee per person will be charged on all cancelled reservations.

- Except as specifically provided below, if you cancel within 14 days or less prior to the flight, no refund will be issued. One Hundred Percent (100%) of the cost of the package will be retained by Mesquite Gaming, LLC.

Cancellation/administration Fee:

If you are a comped passenger you will be required to secure your reservation with a major credit card.

Your credit card will be charged the amount of the trip per person for the trip only if you fail to appear and participate in the charter. Cancellations less than 7 days of the flight will be charged \$25 per person. By signing this Agreement you agree to have your credit card charged accordingly.

Please be sure to call our Reservations Department to notify us of your cancellation. Administration fees (if any) are effective from the day that you advise

If you cancel and we are able to resell your seat(s) you will receive a full refund less a \$25.00 administrative fee; however, no such resale shall have occurred until all seats on the flight have been sold out initially. Alternatively, if at the time of cancellation you are able to provide a substitute passenger(s) to take over your reservation(s) for a travel package of equal or greater value, you will receive a full refund less a \$25.00 administrative fee. Refunds will be made within 14 days of receipt of your notice of cancellation (or within 14 days of resale of your cancelled seat(s) as the case may be.)

IF WE MAKE MAJOR CHANGES PRIOR TO DEPARTURE: YOU HAVE THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND.

The following are major changes: (1) a change in the departure or return date, unless the change results from a flight delay experienced by the air carrier. (If, however, the delay is longer than 48 hours, it will be considered a major change.) (2) a change in the origin or destination city, unless the change affects only the order in which cities named in a tour package are visited; (3) a substitute of any hotel not listed in this contract; and (4) a price increase of more than 10 percent occurring 10 or more days before departure. In no event can we increase your price less than 10 days before departure.

If a major change must be made in the program, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If, less than 10 days before scheduled departure, we become aware that a major change must be made, we will notify you as soon as possible. **WITHIN 7 DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, YOU MAY CANCEL YOUR RESERVATION AND YOU WILL RECEIVE A FULL REFUND WITHIN 14 DAYS AFTER CANCELING.**

If a major change occurs after the departure of the flight, which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment, which applies to the services, not accepted.

IF WE MUST CANCEL THE CHARTER: WE WILL NOTIFY YOU IN WRITING WITHIN 7 DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN 10 DAYS BEFORE THE SCHEDULED DEPARTURE DATE. We have no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If that occurs, we will notify you as soon as possible, but not later than the scheduled departure date. If the charter is canceled, we will make a full refund to you within 14 days after cancellation.

The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of that refund by a passenger waives the additional remedies.

INTERNATIONAL FLIGHTS: The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be canceled and a full refund will be made to you automatically.

Charter Operator Information:

Mesquite Gaming, LLC

950 W Mesquite Blvd

Mesquite, NV 89027

Fax: 702.346.6862

TOUR AND TRAVEL ACKNOWLEDGEMENT

I have read and agree to the terms and conditions of the Operator-Participant Contract. I wish to sign up for the following flights:

Departure Date: _____ Return Date: _____

Departure City: _____

Destination City: St. George, Utah

Tour package, if any, desired: _____

Tour Itinerary:

Hotel _____

Length of Stay 3 Nights

Ground Transportation – Bus

Other Services- Hotel Stay Included

Insurance: Please send me information on optional trip cancellation, health, and accident insurance.

If there are not enough seats available on this flight to cover this reservation (**check one**):

Please return my payment immediately.

Please retain my payment and place my name on a waiting list for this flight.

I understand that you will notify me within 7 days if my flight is fully booked.

PASSENGER NAME(S)			ADDRESS	TELEPHONE NUMBERS
First Name	Full Middle	Last Name	Street, City, State, Zip	
1)				H ()
				W ()
2)				H ()
				W ()
3)				H ()
				W ()
4)				H ()
				W ()

My check, money order, or credit card payment in the amount of \$ _____ made payable to NAME OF ESCROW BANK is enclosed (unless you have already paid by credit card when making your reservation).

Signature of Applicant(s) _____ Date: _____

Signature of Applicant(s) _____ Date: _____

Signature of Applicant(s) _____ Date: _____

Signature of Applicant(s) _____ Date: _____

Please Sign and Return to:

Mesquite Gaming, LLC

Attn: Flight Reservations

C/O CasaBlanca Resort & Casino

950 W Mesquite Blvd

Mesquite, NV 89027

Fax 702.346.6862 Phone 702-345-6789