



BILL OF RIGHTS

P.O. Box 1460, Milwaukee, Wisconsin 53201-1460

YOUR VACATION CONTRACT

Thank you for choosing a Funjet Vacations ("Operator") 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 Operator's sole discretion without notice.

I. BOOKING/PAYMENTS

For bookings made 48 days or more prior to departure, a per person deposit is due at time of booking. In the event the method of payment is other than credit card (i.e., agency check, certified check or money order), Operator will allow up to 72 hours for receipt of deposit to avoid automatic cancellation of the reservation. Some hotels may require an additional deposit at time of booking to confirm the reservation. Deposit for published air reservations and payment for any travel protection options is also due at time of booking. Some departures may require a nonrefundable or partially nonrefundable deposit. Deposit requirements vary based on the vacation inclusions with some vacations requiring a deposit of 100% of the air ticket plus a hotel deposit. A surcharge may apply for bookings made over the phone to the Operator's reservation center instead of booking electronically. Separate payment policies apply to holiday and special event periods. Please consult your travel agent.

Airline revision and cancellation fees apply upon deposit or full payment being made. For reservations made by travel agents in the dynamic VAX VacationAccess system or made online, E-Travel documents will be provided upon full payment of the reservation. Balance of payment is due in Operator's office at least 45 days prior to departure. If a booking is made 47-10 days prior to departure, full payment is due to Operator at time of booking. In the event the method of payment is other than credit card, Operator will allow until 6:00pm CST the next day for receipt of mailed payments. For all bookings made 9-0 days prior to departure, full payment is due at time of booking via credit card. Only credit cards will be accepted as form of payment for published air, sale bulk air and other select bulk air.

Payment may be made by agency check, cashiers check, money order, certified check or credit card (MasterCard, Visa, Discover or American Express). **Payments should be express mailed to: Funjet Vacations, 8969 North Port Washington Road, Milwaukee, WI 53217. All other non-express mail should be sent to: Funjet Vacations, P.O. Box 1460, Milwaukee, WI 53201-1460. Checks, money orders and credit card payments for charter air vacations must be made payable to M & I Marshall & Ilsley Bank, Operator's depository bank.** All payments must be received when due to avoid automatic cancellation. Once payment has been made, a \$25 fee will be assessed to change forms of payment. The purchase price for scheduled air, charter and value flight reservations may be guaranteed against increases only when full payment is received in Operator's office. Charter and value flight reservation prices may also be guaranteed against increases when the Pre-Travel Penalty Waiver has been purchased. However, Operator reserves the right to reinvoice your reservation should an error be made in computing your vacation price. Rates are subject to change including, but not limited to, increases in or establishment of surcharges, applicable taxes, government imposed fees, and airfare and hotel prices. At the time of credit card payment, Operator may split the merchant of record payment between Operator and the air carrier booked. The Operator portion of the payment will be processed immediately. The airline will process payment at the time the air tickets are issued.

Late Booking Fee: If a booking/payment is taken or received when documents can no longer be issued via first class mail, a fee will be charged for alternative delivery service. E-Travel documents are not subject to late booking fees. Scheduled air pricing is subject to change until receipt of full payment or until tickets have been issued. Scheduled airlines reserve the right to modify their pricing at any time with up to 14 days advance notice and may require that tickets be issued to guarantee the price originally booked. Such pricing revisions may require the collection of additional deposit in order to ensure that tickets can be issued to guarantee the original air price.

Hotel Taxes and Service Fees: Operator markets hotels under a "prepaid/merchant" model, where Operator collects the full amount from you in advance and manages the payments to the hotel on your behalf. In connection with facilitating your hotel arrangement, the amount you are charged will include taxes and service fees. This amount includes an estimate to recover the amount we pay to the hotel related to your reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, good and services tax, and/or other similar taxes. The amount paid to the hotel 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 the Operator for services as well as covering costs Operator incurs in connection with handling your reservation. Operator is not the vendor collecting and remitting taxes to the applicable taxing authorities. Hotel suppliers, as vendors, include all applicable taxes in the amount billed to the Operator and the Operator

pays over such amounts directly to the vendors. Operator is not a co-vendor associated with the vendor with whom the Operator books or reserves customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.

Travel Protection Options: The Penalty Waiver or "Complete Coverage" Plan are two options that are available for purchase. Either option may be purchased at the time of booking and paid in full. The Penalty Waiver and "Complete Coverage" are not available on certain programs including ski and Europe and are both nonrefundable.

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. Operator's penalties, charter and value air penalties and hotel or ground supplier penalties are waived as well as Operator's revision fees. Scheduled air imposed fees are non-refundable, even if Penalty Waiver is purchased. For coverage for scheduled air penalties refer to the "Complete Coverage" 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 Vacations at 1-800-558-3050 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 package. 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 Costa Rica destinations. The price adjustment must be made to the reservation while the lower rate is available in the system.

NON-REFUNDABLE SCHEDULED AIR* TICKETS AND SCHEDULED AIR CANCEL/RETKETING FEES ARE NOT COVERED BY THIS WAIVER. HOWEVER, THE VALUE OF REUSABLE AIR TICKETS MAY BE APPLIED TO THE AIR PORTION OF A FUTURE OPERATOR'S SCHEDULED AIR BOOKING FOR THE COST OF THE AIRLINE RETICKETING FEE. INCREASES IN THE SCHEDULED AIR PRICE OF REBOOKED VACATIONS ARE THE RESPONSIBILITY OF THE TRAVELER.

"Complete Coverage": The "Complete Coverage" is our most comprehensive travel protection offered and provides the following Operator provided benefits when purchasing "Complete Coverage." Travelers who purchase "Complete Coverage" may cancel for any reason at any time prior to departure and all Operator, hotel, airline and other ground supplier penalties are waived including normally nonrefundable scheduled airfares provided that they were sold by Operator. "Complete Coverage" 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 Vacations at 1-800-558-3050 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 package. 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 Costa Rica destinations. The price adjustment must be made to the reservation while the lower rate is available in the system. "Complete Coverage" also covers all Operator revision fees plus any supplier-imposed revision for the FIRST revision instance. If the travelers choose to redeem their "Complete Coverage" to waive any supplier-imposed revision fees, they can repurchase and reapply the "Complete Coverage" travel protection to the reservation at half of the original cost to cover any additional non-Operator revisions and cancellations. **IMPORTANT NOTE: If the traveler chooses to decline repurchasing the "Complete Coverage" after a supplier imposed (non-Operator) fee is waived, the travelers will be subject to subsequent fees for any further revisions or cancellations.**

With "Complete Coverage" you will also receive a special hurricane benefit for July through October 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 Operator vacation within one year of the original departure date (certificate value \$100 per adult/ \$50 per child for charter and value vacations, or \$25 per person for scheduled air* vacations and hotel only vacations).

"Complete Coverage" 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 Description of Coverage. The During Travel Protection portion of the plan is underwritten by National Union Fire Insurance Company of Pittsburgh, PA, a Pennsylvania Insurance Company (NAIC #19445), under Policy Series 5273SMO. Please refer to the Description of Coverage for full details, or for additional information on the During Travel Protection plan, please call BerkelyCare, 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 Operator's reservations department prior to departure. The Penalty Waiver and the "Complete Coverage" do not apply to "NO SHOW" situations where clients do not check-in or in denied boarding situations. Nonrefundable travel agent fees may be included in your package price and are not covered by either option. 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. Additional details and pricing available upon request. The Penalty Waiver and "Complete Coverage" are not available on certain programs including ski and Europe.

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

II. CANCELLATION/REFUNDS

If your plans change, your right to a refund is limited. A written refund request (subject to the penalties herein) must be submitted to Operator no later than 90 days after the scheduled departure date or any payments and deposits shall be forfeited. To avoid cancellation fees you may 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 Operator cancellation fee plus any applicable airline, hotel or other supplier charges. Please note that there are no refunds for cancellations made 7 days or less prior to departure for air-inclusive 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, full and complete names are required at time of booking. In order to receive a refund, if applicable, on a scheduled air cancellation, you must return your air ticket to Operator. Separate cancellation penalties may apply to holiday or special event departures in addition to nonrefundable deposits. There may be nonrefundable optional features as part of your packages such as lift tickets, theater shows or theme park admissions. Nonrefundable travel agent fees may be included in your package price. Please consult your travel agent.

Airline Penalties: Airline penalties are in addition to the Operator penalties detailed above and hotel penalties, and are subject to change at any time. Penalties may apply upon receipt of payment.

Published Air Penalties: These fares have restrictions if revisions are needed and are nonrefundable if canceled.

Charter and Value Air Penalties: The following may be considered charter or value air: Aeromexico Airlines, Frontier Airlines, Sun Country Airlines, USA3000 Airlines in the designated classes of service of F, L, C, Z or Y and United Airlines with bulk air in H class of service. The per person penalty for charter and value flight cancellation made 45 days or less days prior to departure is \$250.

Bulk Air Penalties: Each scheduled airline has unique cancellation and revision penalties on bulk air and in some cases they may be nonrefundable. Please see below for the latest bulk air penalties, which are subject to change at any time:

Airline(s)	Per Person "Bulk Air" Penalty
Air Canada, American Airlines	\$150
Alaska Airlines	\$100 outside of 14 days Nonrefundable within 14 days of departure
AeroMexico Airlines, AirTran Airways, bmi, Continental Airlines, Hawaiian Airlines, Islandair, Mexicana Airlines, Spirit Airlines, Sun Country Airlines	Nonrefundable
Air Jamaica	\$150
Midwest Airlines	\$100
Delta Air Lines	\$100 Domestic, \$125 Hawaii \$150 Mexico, Caribbean, Latin America, \$200 Europe
United Airlines	\$150 for Hawaii, Ski, Domestic, Mexico, Caribbean Nonrefundable for other destinations

US Airways \$150 Mexico and Caribbean, \$200 Europe
ALL PUBLISHED SCHEDULED AIR TICKETS ARE 100% NONREFUNDABLE. HOWEVER, REUSABLE TICKETS MAY BE APPLIED TOWARDS THE AIR PORTION OF A FUTURE TRAVEL PACKAGE, SUBJECT TO THE APPLICABLE AIRLINE RETICKETING FEE AND APPLICABLE OPERATOR REVISION FEE. SPIRIT AIRLINES TICKETS MAY NOT BE REUSED.

For charter passengers who wish to cancel within the penalty periods 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 scheduled air passengers who wish to cancel within the penalty periods, substitutions are not allowed and your right to a refund will be limited (See III. Vacation Revisions). Operator 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. Your travel agent must request any refunds by sending a written request to Operator at the time of telephone cancellation or revision. No refunds will be made for missed or unused flights or most features. Refunds for unused **Walt Disney World® Resort Magic Your Way** Ticket packages, 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. If you accept a refund, you waive all other rights and remedies under applicable law. For customer service issues, please consult your travel agent or Operator 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.

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.

Charter Air Carrier: Depending on your vacation, charter air transportation will be provided by AirTran Airways (737-700); AeroMexico Airlines (737-700 or MD-83) 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 valid, non-expired government issued passport for U.S. Customs re-entry after air, land or sea travel. For more information please visit the State Department's consular website www.travel.state.gov or the U.S. Department of Homeland Security's website 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. 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. Spirit Airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country. Please contact Spirit Airlines directly at 800-772-7117 for details. **Foreign travelers, visit your local consulate for travel requirements (VISA or other written verification).**

Baggage Limitations and Claims: Baggage limitations vary by carrier. Many airlines impose additional charges for 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. Claims on checked baggage will be limited to the carrier liability of approximately \$3,000 per person for domestic flights and \$9.07 per pound for international flights subject to the Warsaw Convention, and 1000 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 luggage, fragile or perishable items. Carry on baggage may be limited, please check with airline.

Charter Delay Policy: Operator subscribes to the following guidelines for passenger compensation associated with charter flight delays:

Outbound & Return Flight

Less than 4 hours	No compensation
4 hours to less than 8 hours	\$100 per person credit on future charter air-inclusive trip
8 hours to less than 12 hours	\$150 per person credit on future charter air-inclusive trip
12 hours or greater	\$250 per person credit on future charter air-inclusive trip

This charter compensation schedule does not apply to weather-related delays, air traffic control delays, security-related delays or passengers who do not travel. Credit is valid for one year from date of issue.

V. RESPONSIBILITIES

Travel Agents' Responsibilities: The travel agent is responsible for providing information to you, examining and verifying all information, and ensuring that you understand all of the policies, fees and requirements to which you are subject. Any travel agent who makes a reservation on your behalf acknowledges this responsibility.

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 agree to a refund, you waive all other remedies. Due to the fact that Operator 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 during holiday, convention, special event time periods or for non-U.S. originating travelers. Unless you file any claim you may have with Operator within 30 days after the termination of this trip, all parties are released from further liability.

Operator's Responsibilities: The operation of charters is being conducted pursuant to Part 380 of the DOT's Charter Regulations. Operator 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 Operator, Operator'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. Operator is not responsible for any changes made by scheduled air carriers which are beyond our control. This includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule. Operator is not responsible for damage, delay or vacations affected by weather or other force majeure events beyond the control of Operator. In no event shall any party be liable for consequential damages. Operator 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 Operator. Special requests such as room location, bedding, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed by Operator. 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, rollout 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 or charter 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 Destination specific fees due at airport upon departure that are NOT INCLUDED include but are not limited to:

Antigua:	\$20.00 per person departure tax
Belize:	\$20.00 per person departure/security/conservation tax Additional \$18.00 per person airport development fee for passengers via American Airlines
Costa Rica:	\$1.13 per person security charge
Costa Rica:	\$26.00 per person airport departure tax
Curacao:	\$32.00 per person departure tax
Dominican Republic:	\$11.00 per person tourist card charge
St. Kitts:	\$16.50 per person embarkation tax
St. Lucia:	\$17.00 per person departure tax
St. Martin/ St. Maarten:	\$20.00 per person airport departure tax

All destinations specific fees are subject to change at any time.

VII. CHARTER OPERATOR CANCELLATIONS/MAJOR CHANGES

Cancellations: Charter tours will not be cancelled by the Operator 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 Operator 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 Operator knows of such a change, but in any event, at least 10 days prior to departure. If Operator 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 allocatable to the rejected services within 14 days after the return date named.

VIII. OTHER

Itinerary: Your vacation as set forth in Operator's flyers, brochures and website includes 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: Operator has established a Surety Trust Agreement with Marshall & Ilsley Trust Company, 321 N. Main St., West Bend, WI 53095 ("trustee") for the protection of charter participants. Unless you file any claim you may have with Operator or with Trustee within 60 days after the termination of a charter, Operator and Trustee will be released from all further liability to you.

Applicable Law: It is agreed by and between you and the Operator 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.

Photographs: Room photographs shown are for informational purposes only and may not depict the actual category purchased.

Maps: The maps in this brochure and on our website represent approximate locations and attractions and are not meant to be exact in every detail.

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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: _____

Trips 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: _____