



CASINO TOUR & TRAVEL PROGRAM

PUBLIC CHARTER OPERATOR-PARTICIPANT CONTRACT (OPC)

This agreement sets forth the terms and conditions under which you, the Participant, agree to participate in a public aircraft charter operated by **Beau Rivage Resorts, LLC** (hereinafter referred to as “**BEAU RIVAGE**”), which has its principal place of business located at 875 Beach Boulevard, Biloxi, Mississippi 39530, as Public Charter Operator (“**CHARTER OPERATOR**” or “**WE**”). **MN Airlines, LLC d/b/a Sun Country Airlines** (“**SUN COUNTRY**” or “**DIRECT AIR CARRIER**”) will act as the Direct Air Carrier using a **Boeing 737-800 or similar aircraft**, to provide a charter flight to **BEAU RIVAGE**’s location in Biloxi, Mississippi, or to the Borgata Hotel Casino & Spa (“**BORGATA**”), located at 1 Borgata Way in Atlantic City, New Jersey. (The charter transportation will be provided to you and any other passenger who is booked under this agreement in return for payment of the amount indicated as the total charter price on the confirmation letter accompanying this contract.

RESPONSIBILITY: CHARTER OPERATOR, as the principal, is responsible to you for providing all of the services and accommodations offered in connection with these charter flights, *provided*, however, that in the absence of negligence on its own part, it is not responsible for personal injury, property damage, or other loss or expense caused by the air carrier, any other hotel, or supplier(s) of any of the other services being offered or provided in connection with the charter.

RESERVATIONS AND PAYMENT: A signed copy of this Operator-Participant Contract (see attached Operator-Participant Contract Reservation Form) and payment of the Charter Price stated on the confirmation letter that was sent to you with this contract are required to secure reservations. If the charter is fully booked when your reservation is received, your payment will be refunded, or with your authorization, we can retain your payment 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 seven (7) days that your selected flight is fully booked.

To the extent payment is required, all checks, money orders, and credit card payments must be made payable to the charter escrow account at WSFS Bank, 724 West Lancaster Ave., Ste. 210, Wayne, PA 19087, or to the travel agent who has sold you this contract, in which case the travel agent must make the check or money order payable to the BEAU RIVAGE charter escrow account at WSFS Bank. Please contact BEAU RIVAGE Customer Care at (888) 640-8973 and a BEAU RIVAGE representative will coordinate with you to ensure that payments are made payable and deposited to this charter escrow account.

CHARTER PRICE: The Charter Price, Departure Date, Return Date, Origin City, Destination City, and Tour Itinerary are set forth in the confirmation letter sent to you with this Operator-Participant Contract and should be copied to the Operator-Participant Contract Reservation Form attached. Any tips or gratuities not specifically mentioned as included in the total charter price will be at your discretion.

BAGGAGE: The **DIRECT AIR CARRIER SUN COUNTRY** allows each passenger to bring on the flight 1 piece of checked baggage no larger than 62 inches total dimensions or heavier than 70 pounds (32 kilograms). For international flights, **DIRECT 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, **DIRECT AIR CARRIER**’s liability is limited to \$640 per piece. For domestic flights, **DIRECT AIR CARRIER**’s liability is limited to \$3,000.00 per passenger total, for checked and unchecked baggage.

AIRCRAFT: This flight will be performed by **DIRECT AIR CARRIER SUN COUNTRY**, using a 737-800 aircraft with a maximum capacity of 171 public charter seats. **DIRECT AIR CARRIER** reserves the right to substitute equivalent aircraft if necessary. **CHARTER OPERATOR** reserves the right to substitute another direct air carrier and/or to make stops en route.

SECURITY AGREEMENT: Your payments are protected by a surety agreement issued by Liberty Mutual

Insurance Company, 175 Berkeley Street, Boston, MA 02116. Unless you file a claim with DIRECT AIR CARRIER or CHARTER OPERATOR, or, if neither of us is available, with the securer within 60 days after the termination of the charter, the securer will be released from all liability to you under the security agreement. Termination of the charter means the day of arrival, or intended arrival, of the return flight. If there is no return flight in your itinerary, termination means the date or intended date of departure of the last flight in your itinerary.

INSURANCE: Optional trip cancellation, health, and accident insurance are available for purchase. WE will furnish details to you if you request such information on the attached Operator-Participant Contract Reservation Form.

NON-TRANSFERABILITY: All passenger names must be provided at the time of reservation. Air seats and hotel room is valid only for the charter passengers identified in the accompanying Confirmation Letter. CHARTER OPERATOR and DIRECT AIR CARRIER may require positive identification of each charter participant's identity at any time. Unauthorized passengers or unregistered hotel guests may be denied service and/or be subject to criminal trespass or other charges under applicable law.

CANCELLATION AND REFUND: If you cancel your reservations, your right to receive a refund is limited. You will receive no refund, except under the limited circumstances set forth below and in the amounts set forth below. If any payments are made by credit card before you sign this Operator-Participant Contract and you cancel before signing this contract, you are entitled to a full refund of such payments. If you provide a substitute participant to fill the seat(s) you reserved or if we are able to resell the seat(s) by selling all seats on the plane, you will receive a full refund (less a \$25 administrative fee for each seat). Otherwise, if you cancel more than 14 days before departure, you will be given a refund of any amounts paid, less a \$60 Convenience Fee for each seat booked.

Notification of cancellation should be called in to the reservation department. If your destination is BEAU RIVAGE, please call (888) 640-8973. If your destination is the BORGATA, please call (866) 755-7117. Cancellation charges are effective from the day that you advise us of your cancellation and you receive a cancellation number. Any request for a refund must be made in writing and sent to us at Beau Rivage, Attn: Charter Services Dept, 875 Beach Blvd, Biloxi, MS 39530. Any refunds due will be paid within 14 days of receipt of the refund request.

In addition to the Convenience Fee, a further fee for each passenger applies if the flight booking is changed or canceled 14 or fewer days before departure or if the passenger is a no-show.

If the changes listed below are made 14 or fewer days before the scheduled departure, or a passenger fails to board a scheduled flight on the departure date, a \$250.00 per passenger Cancel/Change fee will be charged. Anyone who paid a Charter Price of more than \$250.00 per passenger will receive a refund of the amount paid in excess of the amount of the \$250 Cancel/Change fee. If the Charter Price was \$250 or less per passenger, any amount previously paid for the flight will be deducted from the \$250.00 fee and the balance will be due in full from the participant at time of cancellation or change. If a participant does not have sufficient funds on their Credit Card for the fee, their MGM Rewards Points will be charged the fee. The Cancel/Change fee applies if a passenger is a no-show or if they do any of the following 14 or fewer days in advance of the scheduled departure date:

- Change/Cancel Flight Day
- Change/Cancel Flight City
- Change booking from 2 passengers to 1 passenger resulting in the loss of an occupied seat .

MAJOR CHANGES: The following provides your cancellation rights in the event of a "major change" to the charter program as defined herein. 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 DIRECT AIR CARRIER (if, however, the delay is longer than 48 hours or WE know of a changed date more than two days before the departure of the flight, it will still 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 ten (10) or more days before departure. In no event can WE increase your price less than ten (10) days before departure.

If a major change must be made in the program, WE will notify you within seven (7) days after first learning of the change, but in any event at least fourteen (14) days prior to the scheduled departure. If, WE become aware less than fourteen (14) days before scheduled departure that a major change must be made, WE will

notify you as soon as possible. **Within seven (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 of canceling. If a major change occurs after your departure, you may reject the substituted hotel or changed flight leg and WE will refund, within fourteen (14) days after your scheduled return date, that portion of your payment that applies to the services not accepted.**

If WE must cancel the charter 10 or more days before the scheduled departure date, WE will notify you in writing within seven (7) days of the cancellation, but in no event later than ten (10) days before the scheduled departure date. **WE have no right to cancel the charter less than ten (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 the cancellation.

To the extent consistent with applicable laws and regulations, including laws regarding accommodation of disabled persons, CHARTER OPERATOR may cancel any charter participant's participation in a particular charter or charters at any time for any of the following reasons: (1) whenever such action is necessary to comply with any government regulation, directive, or request; (2) if the charter participant refuses to permit the search of his or her person or property for explosives or a dangerous weapon or article or for any other security-related reason; (3) if the charter participant refuses to produce identification that reflects the same full name information displayed on their participant's tour contract; or (4) if a charter participant fails or refuses to comply with the rules, regulations, and conditions of carriage of DIRECT AIR CARRIER or if the DIRECT AIR CARRIER refuses to carry the participant for reasons of health, safety or any other reason permitted by its Conditions of Carriage. CHARTER OPERATOR is not liable for its cancellation of any charter participant's tour participant contract in accordance with the terms of this paragraph, but will, at the request of the charter participant, refund the amount of any unused portion of the tour price. CHARTER OPERATOR will not be responsible for compensatory or punitive damages alleged to result from a cancellation under this paragraph and a refund will be a charter participant's exclusive remedy.

The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, if you accept any refunds under this contract, that will constitute your waiver of any such other remedies.

INTERNATIONAL FLIGHTS: Any international flights may be subject to additional restrictions imposed by the foreign government involved and may be canceled if landing rights are denied by that foreign government. If the flight is canceled as a result of such a denial of landing rights, a full refund will be made to you.

GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the state in which the destination casino is located (New Jersey for charters calling for travel to BORGATA and Mississippi for charters calling for travel to BEAU RIVAGE), without reference to that state's conflict of law provisions, and the obligations, rights, and remedies of the parties hereto and any claim, controversy or dispute arising under or related to this agreement shall be determined in accordance with such laws, including any claims for injury, death, property damage or other damages during the flights, hotel stays transfers, or any other part of the tour and accommodations provided hereunder.

NOTICE REGARDING PERSONS UNDER AGE 21: Mississippi and New Jersey law prohibits persons under the age of 21 from gambling in or loitering about, a casino and from consuming alcoholic beverages. If a question arises concerning a participant's age and the participant does not have appropriate documentation to prove his/her age, the participant will be presumed to be under the age of 21. **Please note that persons under the age of 21 are not allowed to gamble and are not eligible to participate in this offer as either the primary patron or as the patron's guests.**

GAMBLING PROBLEMS: MGM Resorts International offers GameSense information to its patrons to encourage responsible gaming at mgmresorts.com/gamesense (in MA at gamesensema.com). If you or someone you know has a gambling problem or concerns with gambling responsibly, please call the 24-hour National Problem Gambler's Helpline at 1.800.GAMBLER (in Maryland, Mississippi, Nevada, and New Jersey), 1.800.327.5050 (in Massachusetts), 1.800.270.7117 (in Michigan), 1.877.8HopeNY or text HOPENY (467369) [Standard Text Rates May Apply] (in New York), or 1.800.589.9966 (in Ohio). Or visit mdgamblinghelp.org (in MD), helplinema.org/problemgambling (in MA), OASAS.ny.gov/problem-gambling [or visit nyproblemgamblinghelp.org to talk with someone now about your gambling] (in New

York), or org.ohio.gov (in Ohio) for help. Please play responsibly. If you bet more than you can afford to lose, you've got a problem.

MISCELLANEOUS PROVISIONS: Hotel check-in begins at 3:00 pm. Limit one round-trip offer per person, up to two people per reservation. Duplicate offers will be void. Offer by invitation only, non-transferable, and subject to availability. Offer is date, time, and flight-specific. Complimentary offers include all taxes and September 11th security fees. Additional taxes and fees applicable to retail package pricing. CHARTER OPERATOR and DIRECT AIR CARRIER do not guarantee seat assignments. Gaming restriction patrons prohibited.

Please contact reservation staff with any hotel room or aircraft seat requests or if you require assistance due to any mobility issue. If your destination is BEAU RIVAGE, please call (888) 640-8973. If your destination is the BORGATA, please call (866) 755-7117.

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MGM AIR

OPERATOR-PARTICIPANT CONTRACT RESERVATION FORM

I have read and agree to the terms and conditions of the Casino Tour & Travel Program Public Charter Operator-ParticipantContract (OPC).

I wish to sign up for the following flights:

Departure Date: _____ Return Date: _____

Origin City: _____ Destination City: _____

Return Flight: From destination city to origin city.

Tour package, if any, desired: N/A

Tour Itinerary:

Hotel (select one):

- ☐ **The Beau Rivage Resort & Casino** ☐ **Borgata Hotel Casino & Spa**
875 Beach Boulevard, Biloxi, Mississippi 39530 1 Borgata Way, Atlantic City, New Jersey 08401

Length of Stay (choose one): ☐ 3 Nights or ☐ 4 Nights

Ground Transportation: **Bus**

Other Services: **Hotel Stay and Delivery of Luggage to Hotel Included**

Charter Price: \$ _____ (as indicated on the accompanying Confirmation Letter)

☐ 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 the 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

<u>Last Name</u>	<u>First Name</u>	<u>Street, City, State, Zip</u>
Passenger 1)		
Passenger 2)		
Passenger 3)		

Signature of Participant Passenger: _____

Date: _____

UPON RECEIPT, PLEASE SIGN AND RETURN THIS PAGE TO THE FOLLOWING ADDRESS:

BEAU RIVAGE
Attn: Charter Services Department
875 Beach Boulevard,
Biloxi, MS 39530
or fax to: 228-386-7765
or email: CharterDocumentation@beaurivage.com

Please return this signature page only. All other documents are for your information and should be retained by you. Please do not send payment of any type with this form. Any payment due that was not made at the time of booking shall be made at hotel check-in/out.