

## **Terms and Conditions Agreement (Operator-Participant Contract) for the *Sky & Telescope* Annular Eclipse Flight on June 10, 2021**

This agreement sets forth the terms and conditions under which **AAS Sky Publishing LLC, 1667 K Street NW, Suite 800, Washington, DC 20006**, agrees to provide you with accommodation on this charter flight and associated services. You must agree to these terms and conditions before we can accept your deposit or full payment and confirm your reservation.

**RESPONSIBILITY:** We, as the principal charter operator, are responsible to you for arranging and providing all of the services and accommodations offered in connection with this charter flight, *provided*, however, that in the absence of negligence on our part, we are not responsible for personal injury, property damage, loss, accident, delay, or other irregularity caused by the air carrier, hotel, or other suppliers of any of the services being offered in connection with the charter flight. Additionally, responsibility is not accepted for losses, injury, damages, or expenses of any kind due to sickness, epidemics, pandemics, weather, strikes, local laws, hostilities, wars, terrorist acts, acts of nature, quarantine, force majeure, animal or insect bites, or other such causes. All services and accommodations are subject to the laws of the United States of America.

We reserve the right to make changes in the published itinerary whenever, in our sole judgment, conditions warrant, or if we deem it necessary for the comfort, convenience, or safety of the flight's participants. We shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, and shall not provide any refund, by reason of delay in performance, or by non-performance, of any of our obligations hereunder to the extent that any such delay or non-performance is due to any *Force Majeure Event*. A Force Majeure Event, in relation to this tour, shall mean any circumstances beyond our control, including, but without limitation, to acts of God, explosion, flood, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, sickness, epidemics, pandemics, quarantines, government intervention or other unforeseeable events. Limitations on travel arising from the COVID-19 pandemic shall be considered a Force Majeure Event. If this tour is affected by a Force Majeure Event, AAS Sky Publishing LLC shall be entitled to, and may in its sole and absolute discretion, vary, cancel or postpone any itinerary or arrangement in relation to this trip.

We accept no liability for any airline cancellation penalty incurred by the purchase of a nonrefundable airline ticket. The air ticket when issued shall constitute the sole contract between the passenger and the airline concerned.

**AIRCRAFT:** This flight will be performed on June 10, 2021, by Delta Airlines aboard an A319 aircraft with seating for 132 passengers. The flight will depart from and return to Minneapolis-St. Paul International Airport (MSP). The air carrier reserves the right to substitute equivalent or larger aircraft if necessary. If the substitute aircraft is not an A319 with seating identical to that of the original aircraft, we will make a best-effort reassignment of your seating in the replacement aircraft.

**CHARTER PRICE:** The full charter price of \$2,380 to \$5,580 per person, depending on the seating arrangement you choose, includes a charter flight departing from and returning to Minneapolis-St. Paul International Airport (MSP) on the morning of June 10, 2021. It also includes accommodation at the InterContinental MSP Airport for the night of June 9-10, 2021, as well as dinner on June 9th and breakfast on June 10th (both at the hotel), and all applicable taxes for the flight, accommodation, and provided meals. 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.

**RESERVATIONS AND PAYMENT:** A deposit of 50% per passenger and a signed reservation contract are required to secure your reservation. The initial deposit must be paid by April 5<sup>th</sup>; the full payment is due by April 30<sup>th</sup>. **After April 5<sup>th</sup>, your full payment must accompany any reservation.**

**Credit-card payments will be made to “American Astronomical Society,” who in turn must transfer your payments in full to the escrow account established for this charter flight at Truist Bank, 214 North Tryon Street, Charlotte, NC 28202.**

You will get to choose your row assignment on the charter aircraft once we receive your signed reservation contract and your deposit has been paid. However, your chosen row assignment is not guaranteed until your reservation has been paid for in full.

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 the charter flight is fully booked.

**CANCELLATION AND REFUND: If you cancel your reservation, your right to receive a refund is limited, as set forth in the following schedule.** All requests for cancellation and refunds must be sent to us in writing or by email; a telephone call or voicemail message is not sufficient. If your cancellation notice is received within 14 days of making your reservation or before April 5, 2021 (whichever comes first), you will receive a refund of any deposits you have paid, less an administrative fee of \$1,500. If your notice is received more than 14 days after making your reservation or after April 5, 2021, you will forfeit any deposits you have paid and will receive no refund. However, if we are able to resell your seat(s), you will receive a refund of any deposits you have paid less an administrative fee of \$25.

**BAGGAGE:** No checked baggage will be allowed on the charter flight. Delta Airlines allows each passenger to bring aboard carry-on items that must fit easily in a Size Wise™ unit (approximate dimensions 22 x 14 x 9 inches) and must weigh less than 40 pounds. The air carrier’s liability is limited to the actual value of your carry-on items but not more than \$1,250 per passenger in total. Your Baggage and personal effects are your sole responsibility at all times.

**INSURANCE:** We strongly recommend that you obtain trip cancellation, health, and accident insurance. 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 about this coverage, please check the box marked "Insurance" on the reservation form.

**SECURITY AGREEMENT:** Your payments are protected in part by a surety bond that we have obtained from Travelers Casualty and Surety. 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.

**COVID-19 REQUIREMENTS:** You agree to adhere to the following COVID-19 requirements in connection with the charter flight:

- (1) Prior to boarding the flight, you must provide proof that you received, before May 27, 2021, a vaccine for COVID-19 authorized in your home country (either a single-dose vaccine or the second injection of a two-dose vaccine);
- (2) If you have not received a COVID-19 vaccine before May 27, 2021, then you must provide proof that you have a negative result from a polymerase chain reaction (PCR) test for COVID-19 taken within 72 hours of your departure from your home for this charter flight;
- (3) You agree to abide by and fulfill any COVID-19 quarantine requirements imposed by the United States or the State of Minnesota prior to or following the charter flight; and
- (4) You agree to wear a protective face mask while in the MSP airport and throughout the entire charter flight (except when eating or drinking) consistent with current CDC guidance (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html> ) and at all times when in the presence of members of our charter-flight group.

**MAJOR CHANGES: We reserve the right to cancel the charter on or before May 1, 2021.** If we must cancel the charter, we will notify you in writing or by email within 7 days of the cancellation, but in no event later than 30 days before the charter flight's departure date. We reserve the right to cancel the charter flight less than 30 days before departure due to 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 cancelled, we will make a refund of all recoverable costs 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.

**If Delta Airlines is unable to conduct the flight successfully on June 10, 2021, and thus you cannot view the annular eclipse, you will receive a refund representing your portion of the cost of the charter flight. However, you will not be entitled to a refund for your hotel room or included meals, nor for any other services or administrative fees included in the charter price.**

**RIGHTS AND REMEDIES:** Your rights and remedies set forth in this agreement, including the procedures for Major Changes, shall be in addition to any other rights or remedies available under applicable law.

**I acknowledge that I have read this agreement specifying the charter eclipse flight's Terms and Conditions, that I understand their meaning and effect, and that I agree to be bound by their terms.**

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signature

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printed name

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date