



CASINO TOUR & TRAVEL PROGRAM

CONSUMER OPERATOR PARTICIPATION CONTRACT (COPC)

This agreement sets forth the terms and conditions under which **Beau Rivage Resorts, LLC** (hereinafter referred to as “BEAU RIVAGE” or “We”), a Mississippi Limited Liability Company, with its principal place of business located at 875 Beach Boulevard, Biloxi, Mississippi 39530, as **Public Charter Operator** agrees to coordinate with **MN Airlines, LLC d/b/a Sun Country Airlines** (hereinafter referred to as “SUN COUNTRY”), a Minnesota corporation, as the **Direct Air Carrier**, to provide this charter flight to Beau Rivage on your behalf in return for payment of the amount indicated as the total charter price.

RESPONSIBILITY: BEAU RIVAGE 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 the part of SUN COUNTRY, either on its own or through BEAU RIVAGE, as its agent, 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: Payment of the Charter Price and a signed Consumer Operator Participation Contract (COPC) is required to secure reservations. If the charter is fully booked when your reservation is received, your payment will be returned, 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 seven (7) days that your selected flight is fully booked.

CHARTER PRICE: The Charter Price, Departure Date, Return Date, Origin City, Destination City and Tour Itinerary are set forth on the Tour & 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.

BAGGAGE: The Direct Air Carrier, as defined below, allows each passenger to bring on the flight (*e.g.*, 1 piece of checked baggage no larger than 62 inches total dimensions or heavier than 70 pounds (32 kilograms). 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, the air carrier’s liability is limited to \$640 per piece. For DOMESTIC flights, the carrier’s liability is limited to \$3,000.00 per passenger total, for checked and unchecked baggage.

AIRCRAFT: This flight will be performed by SUN COUNTRY (“Direct Air Carrier”). A 737-800 aircraft will be used with a maximum capacity of 171 public charter seats. The Direct Air Carrier reserves the right to substitute equivalent aircraft if necessary.

SECURITY AGREEMENT: To the extent payment is required, 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 the charter escrow account at Penn Liberty Bank, 747 West Lancaster Ave., Ste. 210, Wayne, PA 19087. Your payments are protected by a surety agreement issued by Fidelity and Deposit Company of Maryland, 3910 Keswick Rd., Baltimore, MD 21211. Unless you file a claim with SUN COUNTRY or BEAU RIVAGE, or, if neither of us is 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. If there is no return flight in your itinerary, completion means the date or intended date of departure of the last flight in your itinerary.

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 called either to the booking agent listed below or to our reservation department. Cancellation charges are effective from the day that you advise us of your cancellation and you receive a cancellation number.

CANCELLATION NOTICE RECEIVED CANCELLATION/ADMINISTRATION FEE

Passengers will forfeit their non-refundable \$50 Convenience Fee if reservation is cancelled at anytime once it has been confirmed. An additional fee per passenger applies if the flight booking is changed or cancelled within 14 days of arrival to property or if the passenger is a no-show as described below. If a passenger does not have sufficient funds on their Credit Card for the fee, their Express Comps will be charged the fee.

The below changes made within 14 days of flight date will result in a \$250.00 Cancel/Change fee charged to passengers who paid \$250.00 or less for their flight. 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 passenger at time of cancellation or change. Anyone paying more than \$250.00 for their flight will forfeit all monies paid for the flight if cancelled or no-showed inside 14 days for the following reasons:

- Changing/Cancelling Flight Day
- Changing/Cancelling Flight City
- Changing booking from 2 passengers to 1 passenger resulting in loss of occupied seat within 14 days of flight date.

**Upon NM approval, adding a 2nd passenger to a single passenger booking and/or changing the second passenger's name will not be charged a change fee even if done within 14 days of arrival.*

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 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 fourteen (14) or more days before departure. In no event can we increase your price less than fourteen (14) 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, less than fourteen (14) days before scheduled departure, we become aware 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. If a major change occurs after the departure of the flight which you are unwilling to accept, we will refund, within fourteen (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 seven (7) days of the cancellation, but in no event later than fourteen (14) days before the scheduled departure date. We have no right to cancel the charter less than fourteen (14) 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.

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 cancelled and a full refund will be made to you automatically.



PUBLIC CHARTER OPERATOR INFORMATION:

Beau Rivage Resorts, LLC
875 Beach Boulevard
Biloxi, MS 39530
(228) 386-7111

DIRECT AIR CARRIER INFORMATION:

MN Airlines, LLC d/b/a Sun Country Airlines
1300 Mendota Heights Road
Mendota Heights, MN 55120
(800)359-6786

TOUR & TRAVEL ACKNOWLEDGMENT

☐ I have read and agree to the terms and conditions of the Tour & Travel Program Consumer Operator Participation Contract (COPC).

I wish to sign up for the following flights:

Departure Date: _____ Return Date: _____

Origin City: _____

ARRIVAL CITY: _____

RETURN FROM: _____

Tour package, if any, desired

☐ Tour Itinerary

Hotel: **The Beau Rivage Resort & Casino**

Length of Stay: 3 or 4 Nights

Ground Transportation: **Bus**

Other Services: **Hotel Stay Included**

PASSENGER NAME(S) ADDRESS TELEPHONE NUMBERS

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

Passenger 2)

Signature of Passenger: _____

Date: _____

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

BEAU RIVAGE
Attn: Charter Services Department
875 Beach Boulevard,
Biloxi, MS 39530
or fax to: 228-386-7765



SPECIAL NOTICE TO PERSONS UNDER AGE 21

Mississippi law prohibits person(s) 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 eligible to participate in this offer as either the primary patron, or as the patron's guest.** All passenger names must be provided at the time of reservation. Credit card is required to complete reservation. Offers pertain to 2-night minimum/3-night maximum stay. Hotel check in begins at 3:00p. 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. Flight dates and times subject to change or cancellation. Offer is date, time, and flight specific. Charter operator is Beau Rivage Resorts, LLC and direct air carrier is Sun Country Airlines. Complimentary offers include all taxes and September 11th security fees. Additional taxes and fees applicable to retail package pricing. **Offer is valid at The Beau Rivage Resort & Casino only.** Beau Rivage Resort & Casino does not guarantee seat assignments. Gaming Restriction patrons prohibited. Must be 21 or older to gamble. Know When to Stop Before You Start. **Gambling Problem? MGM Resorts International offers GameSense information** (available at mgmresorts.com/gamesense and M life Rewards desks) to its patrons to encourage responsible play. If you or someone you know has any problems or concerns about gambling responsibly, please call the 24-hour Problem Gamblers Helpline at 800.522.4700. Beau Rivage reserves all rights. © 2017, MGM Resorts International, Inc.

IMPORTANT NOTES:

- **Please complete the front side of this page and return to the Charter Services Department at Beau Rivage either by fax (228-386-7765) or mail. Overnight expense to return this form is not necessary. If you do not have time to mail it, simply bring it with you on your trip and give to the MGM rep that greets your group.**
- **Please do not send payment of any type with this form. Payment should be made at time of booking or at hotel check-in/out.**
- **Please return this signature page only. All other documents are for your information and should be retained by you.**
- **Please do not include hotel room or aircraft seat requests on this form. All requests should be made via our Customer Care Department at 888-640-8973.**
- **Please be sure to advise your Customer Care agent if you require assistance due to any mobility issue.**
- **Please do not pack medication, cash, jewelry or other valuable/necessity items in your checked luggage.**