



## CONTRACT OF CARRIAGE

The following terms and conditions, along with the validated ticket, constitute a contract between Hyannis Air Service, Inc. d/b/a Cape Air/Nantucket Airlines (hereinafter referred to as "Cape Air") and our customers. All transportation by Cape Air is subject to these terms and conditions as well as to any terms and conditions specified on or in any ticket, ticket jacket, E-ticket receipt, web site, or printed schedule. By purchasing a ticket or accepting transportation, the customer agrees to be bound thereby. A copy of this contract may be obtained from any Cape Air airport ticket counter or city ticket office, through calling the central reservations office at 1-800-352-0714, by accessing our web site at [www.capeair.com](http://www.capeair.com) or by contacting Cape Air at 660 Barnstable Road, Hyannis, MA 02601 (Attn: Human Resources).

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## Definitions

**ATPCO:** Airline Tariff Publishing Company, Inc. where fares and fare rules for all Cape Air fares are published.

**Baggage:** Personal property of a customer as is necessary or appropriate for the wear, use or convenience of the customer in connection with the trip.

**Cape Air:** Trade name of Hyannis Air Service, Inc. under which the company does business.

**Carry-on Baggage ("carry-on"):** Baggage other than checked baggage that is carried on an aircraft by a ticketed passenger. This is also called unchecked baggage. For transport on the Cessna 402 where the cabin space limits carry-on baggage, this baggage is also referred to as a "personal wing item."

**Checked Baggage:** Any article or other customer property that is taken into custody of and accepted by Cape Air for transport

**Code Share:** An agreement between airlines where a partner air carrier places its two letter designator code on flights operated by Cape Air (9K) to facilitate interline travel. In this situation, the flight may be marketed under a trade name owned by the partner air carrier but all such marketing will clearly disclose to the customer that the flight is operated by Cape Air. Cape Air's code share relationships include Cape Air flights sold as "United Express" and "United Airlines" under the "UA" or "CO" codes, and Cape Air flights sold as "American Airlines" under the "AA" code.

**Commuter Book:** Cape Air's frequent flyer ticket program which offers 10 one-way coupons in one book (electronic or paper depending upon the market) for a discounted price.

**Customer or Passenger:** Any person, except members of the crew and other on-duty Cape Air personnel, who enters into a contract of transportation or other agreement by which the person is carried or to be carried in an aircraft with the consent of Cape Air

**Domestic Carriage:** Any carriage other than that specifically defined as International Carriage.

**FAA:** Federal Aviation Administration.

**Flight Coupon:** A portion of the ticket that indicates travel points between which the coupon is valid for passenger carriage.

**Force Majeure Event.** This term includes -

- Any condition beyond Cape Air's control (including but without limitation, meteorological conditions, acts of God, airport traffic congestion and delays, riots, embargoes, hostilities, or unsettled international conditions whether actual, threatened or reported) or because of delay, demand, circumstances or requirements due, directly or indirectly, to such condition.
- Any labor dispute affecting Cape Air's service
- Any government regulation, demand or requirement
- Any shortage of labor, fuel or facilities of Cape Air or others; or
- Any other fact not reasonably foreseen, anticipated, or predicted by Cape Air.

**Interline:** Travel utilizing the services of one or more air carriers where the carriers agree to accept each other's tickets and/or baggage. A code share agreement is a specific type of interline travel and is included in this definition. Cape Air has interline agreements with American Airlines (AA), Delta Airlines (DL), Frontier Airlines (F9), Hahn Airlines (HR), JetBlue Airways (B6), United Airlines (UA/CO), and USAirways (US). Cape Air has codeshare agreements with American Airlines (AA) and United Airlines (UA/CO).

**International Carriage:** Any carriage in which, according to the Contract of Carriage, the place of departure and the place of destination, whether or not there is a break in the carriage, are *not* both situated within the United States; or, they *are* situated within the United States, but there is an agreed stopover outside the United States.

**Itinerary:** Route of a customer's journey

**Mass Relay:** A service designed for people with hearing loss and/or speech disability who live or work in Massachusetts and use a text based device for phone conversations or want to communicate with someone who does. Telecommunications Relay is provided by each State in compliance with the Americans with Disabilities Act (1990). Relay provides people with easy and convenient access to telephone service through professionally trained Relay Operators.

**Micronesia:** Includes Guam and the Commonwealth of Northern Mariana Islands (CNMI)

**Montreal Convention:** The Convention for the unification of certain rules for International Carriage by air. Generally, an airline itinerary covered by the Montreal Convention must be: International carriage on or after November 4, 2003 AND (1) a roundtrip journey from a country that has ratified Montreal, OR (2) a one-way journey in which both the country of origin and the country of destination have ratified Montreal.

**Nantucket Airlines:** Trade name of Hyannis Air Service, Inc. under which the company does business, herein referred to as "Cape Air" for purposes of this contract of carriage.

**Non-Ambulatory Passenger:** Passengers who are unable to walk or move without the support of another person, but who are otherwise capable of caring for themselves without assistance throughout the flight are non-ambulatory. A passenger who uses a wheelchair for convenience is not considered non-ambulatory nor is a child or infant merely because of that child's age. If a passenger can move himself/herself from his/her seat to the nearest emergency exit and ascend and descend the aircraft stairs without the aid of another person, the passenger is not considered to be non-ambulatory, regardless of the degree of impairment.

**No-Show Passenger:** A passenger who fails to honor a segment of his or her travel and fails to contact Cape Air in advance of departure time to inform Cape Air that he or she will not be on the flight.

**On-line:** Air transportation wholly on the same air carrier

**Personal wing item:** Any article or personal property that is carried by the customer to the aircraft to be stowed in the wing locker of the Cessna 402 aircraft during the flight

**Qualified Individual with a Disability:** Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, pursuant to 14 CFR 382.5.

**Schedule Change:** A planned change in advance of the departure date that does not arise from a unique event such as a Schedule Irregularity or Force Majeure Event.

**Schedule Irregularity:** This term includes -

- Delay in a scheduled departure or arrival of a Cape Air flight, including delays which result in a misconnection.
- Flight cancellation or any other delay or interruption in the scheduled operation of a Cape Air flight which may or may not result in a misconnection; or
- Schedule changes that require re-routing of the customer at departure time, because prior notice of such schedule change had not been given to the customer prior to the customer's arrival at the airport for check-in on the original flight.
- Schedule irregularity does *not* include Force Majeure events as defined herein.

**Service Animal:** Any guide dog, signal dog, or other animal trained to provide necessary assistance to a Qualified Individual with a Disability, or a trained animal that assists law enforcement officers in the search of contraband or other items, or which provides assistance with rescue efforts. This definition includes those service animals which are required for emotional support, or psychiatric service animals.

**Special Drawing Right ("SDR"):** A unit of currency, the value of which fluctuates and is recalculated each banking day. These values are known to most commercial banks and reported in some newspapers. This unit is sometimes used for International standards.

**Reroute:** To honor a ticket, or reissue a ticket for a different routing than originally shown on the ticket

**Routing:** The carrier(s) and/or the cities and/or class of service via which transportation is provided between two points

**Ticket:** The record of agreement, including paper and electronic ticket forms ("E-ticket") and ticketless itinerary forms, for the carrier(s) to provide transportation and related services under certain terms and conditions to the customer named on such record and in accordance with applicable governing tariffs and regulations.

**United Express:** Trade name owned by United Air Lines, Inc. ("UA/CO") under which Cape Air operates mutually agreed flights using the UA designator code pursuant to a code share agreement between the carriers

**United States:** The area comprised of the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.

**Warsaw Convention:** The Convention for the unification of certain rules for International Carriage by air. Warsaw applies for International Carriage not covered by the Montreal Convention.

## Applicability

### **General.**

The following terms and conditions apply to all transportation provided by Cape Air and apply whether or not a ticket for such transportation was sold by Cape Air or its authorized agents. Cape Air's obligations hereunder extend only to the ticketed customer. There are no third party beneficiaries to this contract. Except as otherwise provided within specific fare rule, transportation is subject to the contract of carriage and charges in effect on the date on which the ticket is issued. These Rules are also the tariffs filed by Cape Air in accordance with certain government regulations.

### **Airline Partners.**

This contract of carriage applies for transportation only on Cape Air. Under arrangements with Cape Air, independent carriers may provide Interline transportation and/or Code Share services. These independent carriers may have different terms and conditions of carriage which will apply for travel on these carriers and you may obtain the terms through contact with these independent carriers. See the section entitled Interline, Code Share and Other Airline Partners for more regarding the application of these rules in partner situations.

When Cape Air undertakes to issue a ticket or boarding pass, check baggage or make other arrangements for transportation over the lines of any other carrier, Cape Air acts only as agent for the other carrier and assumes no responsibility for the acts or omissions of such other carrier.

### **Cape Air, Nantucket Airlines & Other Trade Names**

Unless as otherwise provided herein, regardless of the trade name or airline code used for such flights, this contract applies for all flights operated by Hyannis Air Service, Inc.

### **Applicable Laws.**

This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by government agencies. In the event of a conflict, mandates of governmental authorities will prevail.

### **International Carriage.**

Services provided for international carriage are subject to the provisions of the Warsaw or Montreal Conventions, including those relating to the limitation of liability. Any

provisions of these rules that are inconsistent with any provision of the applicable Convention shall, to that extent only, be inapplicable to international carriage.

***Limitations in Liability/Damages***

Unless specifically stated otherwise herein or required by law, Cape Air is not liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under this contract of carriage.

***Modification of Terms.***

No employee or agent of Cape Air has the authority to modify or waive any provision of this Contract, unless authorized by the CEO, President or a Vice President of the company.

***Monetary Amounts.***

When included, all monetary amounts, unless otherwise specified, appear in U.S. dollars.

***Severability.***

The invalidity of any provision herein by law will not affect the validity of any other provision which will remain in full force and effect. Headings and titles used in this document are for convenience and do not alter its meaning.

## **Customer Care**

The employee-owners of Cape Air strive to provide our customers with a travel experience that is a cut above the rest. We live by the mantra, MOCHA HAGoTDI, which means Make Our Customers Happy And Have A Good Time Doing It.

Listening and learning from our customers is key to our ability to serve well. Whether you have a complaint or a comment, we appreciate your time in giving us the opportunity to understand your needs. Please feel free to contact our customer relations office at [www.capeair.com/contactus](http://www.capeair.com/contactus) or at Cape Air Customer Relations, 1475 Airport Road, New Bedford, MA 02746-1368. We will acknowledge receipt of any complaint from you in writing within 30 days of receiving that communication. Your complaint will be addressed as soon as possible, but no later than 60 days after receipt.

For deaf or hard of hearing customers, please be advised that you may contact our Reservations Office through MassRelay (711 within Massachusetts or 1-800-439-2370 TTY/ASCII) or through your own state's relay system.

## **Baggage & Claims**

Baggage will be accepted for transportation from ticketed customers only. Cape Air will not accept baggage whose size, weight or character makes it unsuitable for transportation on the aircraft, or when the property cannot be accommodated without harming or annoying passengers, as determined by the Company. All baggage is subject to inspection. Government safety and security regulations apply to Cape Air's carriage of baggage.

When bag fees apply, those in effect at the time of the ticket purchase will be levied during your travel.

At present, all operations are performed by the 9-Passenger Twin Engine Cessna 402 except for operations in Micronesia which are exclusively performed by the 46-Passenger ATR42.

***Bag Allowance.***

- General – Free Bag Allowance

For each ticketed customer, Cape Air will transport free of charge:

- *For Transport in the 9-Passenger Cessna 402 – “1 + 1 + 1” Policy*

1 checked bag not to exceed 50 lbs or 62 linear inches *plus* 1 gate checked bag sized to pass through TSA screening and which would fit into the overhead bin of a connecting flight jet aircraft *plus* 1 personal wing item not to exceed 36 linear inches, or 18" x 11" x 7". The Cessna 402 does not contain storage space under the seat or overhead in which to store carry-on items. Accordingly, Cessna carry-on, or, "personal wing items", must be carried to this aircraft and stowed in the wing locker prior to boarding. Items too large or heavy for the wing locker must be checked, at the counter, gate or plane-side, for transport in the baggage compartments.

- *For Transport in the 46-Passenger ATR42*

- 2 pieces of checked baggage with a maximum weight of 50 lbs each and maximum outside linear dimension of 62 inches and one small lightweight carry-on not to exceed 45 linear inches in size, such as a small duffel bag or briefcase.

- One of the following items may be carried free in lieu of one suitcase so long as carriage is in accordance with other policies herein: boogie board, bowling equipment, fishing equipment, hockey/lacrosse sticks, golfing equipment, oars, scuba-diving bag, skiing/snowboard equipment, shooting equipment, or a second wheelchair.

- *Additional Free Carry-on Items – All Aircraft Types*

In addition to the carry-on or personal wing items permitted as free baggage allowance, and providing space limits permit, each customer may carry on board free of charge any of the following personal items:

- One small personal item such as a small camera, purse or day planner.
- A wheelchair meeting the requirements of the Company's FAA-approved operating procedures stated under section "Wheelchairs & Other Assistance-Related Devices,
- A cane, walking stick, crutches and/or braces or other assistive devices.
- A government approved child seat
- A stroller.

- Child and Infant Baggage Allowance

- A child's baggage allowance is the same as that for an adult passenger. A child traveling as an "infant" as defined by the fares and tariffs is not allocated baggage allowance in addition to that allocated to the accompanying adult passenger.

- Excess Baggage, Oversize/Overweight and Embargos

- Excess Baggage

Up to two (2) bags per passenger is permitted in addition to the free bag allowance and this baggage is carried as excess baggage. Excess baggage includes:

- Any bag that weighs between
  - *For Transport in the 9-Passenger Cessna 402:* 50 and 70 lbs.
  - *For Transport in the 46-Passenger ATR42:* 50 and 100 lbs.

- Any bag that exceeds the linear dimensions for free bag allowance, and
- Any bag that exceeds the number of bags permitted as free bag allowance.

All excess baggage is carried on a space available basis. Excess baggage will be subject to an additional charge of \$25 per bag. Any bag that is excess because it exceeds both the number of bags permitted as free bag allowance and either the weight or size will be subject to a charge of \$25 for exceeding the number of bags plus \$25 for exceeding the weight or size, for a total of \$50. Additional or different charges may apply when levied by a partner airline through interline, code share or other airline partner agreements.

○ Overweight/Oversized Bags

Baggage compartment constraints of the aircraft may restrict the weight or the size of the individual bags that may be accepted for travel. Baggage that is not accepted for travel pursuant to this section is as follows:

- *For Transport in the 9-Passenger Cessna 402:* Individual bags that exceed 70 lbs in weight or that exceed 62 linear inches in size.
- *For Transport in the 46-Passenger ATR42:* Individual bags that exceed 100 lbs in weight or that exceed 115 linear inches in size.

In addition, unusually shaped objects may exceed the capacity of the aircraft baggage compartments.

- *For Transport in the 9-Passenger Cessna 402:* Bicycles, surfboards, canoes, kayaks and other such large pieces of sporting equipment exceed the capacity of the compartments and are not accepted for transport. For large boxes or other large items, it is best to consult a reservations representative when booking your flight regarding the maximum limitations or additional charges that may apply based on the aircraft, the region, or pursuant to code share agreements.
- *For Transport in the 46-Passenger ATR42:* Compartments may accommodate more unusually shaped objects, but it is best for the transport of bicycles, surfboards, large boxes or other such pieces to consult a reservations representative when booking your flight regarding the maximum limitations or additional charges that may apply based on the aircraft, the region, or pursuant to code share agreements.
- Other Special Items
  - Golf equipment  
One item of golfing equipment (e.g. golf bag) will be accepted free of charge in lieu of one checked bag under the free baggage allowance. The golfing equipment may exceed the linear inch constraints of free bag allowance so long as it is of typical size (76 – 81 linear inches) and fits onboard the aircraft. Depending upon the nature of the bag and other checked baggage for the flight, the customer may be asked to choose which bags should travel positive space and which may be carried, as space limitations apply, when space is available on current or future aircraft sections.
  - Scuba Equipment  
Empty scuba tanks and dive gear will be accepted free of charge in lieu of one checked bag under the free baggage allowance. Depending upon the nature of the bag and other checked baggage for the flight, the customer may be asked to choose which bags should travel positive space and which may be

carried, as space limitations apply, when space is available on current or future aircraft sections. For travel pursuant to interline or code share agreements, a more stringent policy may apply.

- Snow Skis & Snowboards

Snow skis/boards will be accepted free of charge in lieu of one checked bag under the free bag allowance. The item may exceed the linear inch constraints of free bag allowance so long as it is of typical size (62 – 71 linear inches) and fits onboard the aircraft. For travel pursuant to interline or code share agreements, a more stringent policy may apply.

- Exemptions from Excess Baggage Charges

The following are exempt from excess baggage charges as described herein. Additional or different charges may apply when levied by a partner airline through interline, code share or other airline partner agreements.

- Active duty military personnel
- Customers flying between Ft. Leonard Wood (TBN) and St. Louis (STL)

- Embargoes

Additional seasonal or route-specific baggage restrictions, or “embargos,” may also apply depending upon the aircraft size and/or the code share partner policy in place at any point in time.

- Cabin Seat Baggage

- *For Transport in the 9-Passenger Cessna 402:* It is not permissible to transport cabin baggage in any aircraft by strapping the item to a passenger seat.
- *For Transport in the 46-Passenger ATR42:* If a customer requests that an item, due to its fragile or bulky nature, be carried in the cabin compartment of the aircraft as cabin seat baggage, Cape Air will determine, in its sole discretion, whether the item is acceptable for the safe transport in the cabin and permitted by Cape Air's operating procedures to be transported in this manner. Advanced notification is recommended and additional charges may apply. Any cabin seat baggage accepted for transport will be secured in accordance with aircraft operating procedures and security requirements.

### ***Bag Allowance for Customers Traveling on Codeshare or Interline Itineraries***

For customers booked and ticketed on a single itinerary including connecting travel on a codeshare or interline partner, different policies apply.

- Baggage Allowance and Fees

For customers ticketed for travel on a codeshare or interline itinerary, the baggage allowance and fees of the major airline partner apply, subject to the exemptions noted herein. For customers traveling on a codeshare itinerary as a member of that airline's frequent traveler program, and Cape Air participates in such frequent traveler program, Cape Air will recognize the additional baggage allowance or fee benefits offered frequent travelers.

- Exemptions

Baggage allowance policies, including size and weight of carry-on baggage, restricted articles and size and weight limitations, are largely influenced by the aircraft type operated for a particular flight. For this reason, although the baggage allowance and

fees of the major airline partner may apply, as noted herein, Cape Air's excess baggage allowance policy, including all exemptions and embargoes, as well as Cape Air's policies regarding Restricted Articles, Assistance-Related Devices, Live Animals, and Liquor apply for all travel on Cape Air. For clarity, Cape Air's "1+1+1" Policy applies for travel on the Cessna 402 and all baggage exceeding that allowance, if permitted as free bag allowance on a codeshare or interline carrier, will be transported, but on a space available basis.

- **Connecting Flights with Non-interline/Codeshare Carriers**

Because of the space and weight constraints of smaller, regional aircraft, customers who build their own connecting itineraries using separate tickets are encouraged to review Cape Air's policies regarding bag allowances and restrictions to avoid any disruption in travel. For carriers with whom Cape Air does not have an interline or codeshare agreement, each airline's separate baggage allowance and fee policies apply.

For application of all policies regarding baggage, including but not limited to liability limitations, claims procedures and delayed bag expenses, different policies may apply pursuant to interline, code share or other airline partner agreements. Please review the section entitled "Interline, Code Share, and Other Airline Partners" for more information about contracts of carriage and which apply pursuant to these arrangements.

### ***Conditions of Checked Baggage and Baggage Procedures***

- **Must Present Valid Ticket for Transportation**

Before Cape Air will accept baggage to be checked or carried on board, the customer must present a valid ticket for transportation on Cape Air or on Cape Air and one or more other carriers with which Cape Air has an interline or code share agreement. Cape Air has the right to refuse to transport baggage on any flight other than the one carrying the passenger.

- **Must Observe Check-In Times**

Baggage must be checked in at the airport in advance of flight departure. If a customer does not present his or her baggage for check-in within sufficient time to allow for normal handling procedures for that airport, Cape Air may accept the baggage, but in no event will be responsible for any loss that arises from the delay in delivery of the baggage.

- **Identification and Items of High Personal Value**

All checked baggage must have, at a minimum, name identification on the outside. It is recommended to include contact information for both origin and destination (e.g. cell phone number) on the outside and inside of the baggage. Cape Air also recommends that customers carry onboard certain travel items such as travel documents, medicines, keys or any items of particularly high personal value. It is important to remember not to lock checked baggage, as required by Federal regulations.

- **Carriage on Cape Air Flights and Connections**

Checked baggage will generally be carried on the same aircraft as the customer unless such carriage is deemed impractical by Cape Air. This impracticability includes baggage which exceeds total compartment or weight parameters for the aircraft when taking into account all passengers on board. In this event, Cape Air will determine in its sole discretion which baggage will be carried on board with the customer and arrangements will be made to transport the surplus baggage on the next flight or section on which space is available.

Carry-on baggage space is relatively limited on regional aircraft when compared to the generous compartment storage space available on today's larger jets. Customers connecting onto a Cape Air flight with large carry-on bags are encouraged to check these bags, when possible, at the ticket counter of the carrier of the originating location. Customers who arrive at a Cape Air gate with large carry-on bags that exceed the aircraft compartment capacity must check these bags at the gate prior to boarding the flight. Furthermore, operations, security directives or other safety considerations may limit the allowable carry-on baggage on a specific flight. Cape Air reserves the right in its sole discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.

Cape Air may refuse to transport any baggage that the customer refuses to submit for inspection.

- **Claiming Baggage**

Only the holders of the baggage claim check may claim checked baggage. Cape Air is not responsible for determining that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage. Acceptance of baggage by the bearer of a claim check without filing a written complaint will constitute evidence of delivery by Cape Air of the customer's baggage with all original contents in good condition.

***Limits of Liability for Baggage Including Fragile or Perishable Goods***

Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, the following provisions apply:

- **Checked & Unchecked Baggage**

- *For Domestic Carriage*

Liability for loss, delay or damage to checked baggage is limited (1) for on-line travel solely on Cape Air with no connecting service, to \$500 per passenger; (2) for interline travel where the Cape Air flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of more than 60 seats, to \$3300 per passenger as per federal rules; and (3) for interline travel where the Cape Air flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of 60 seats or less, to \$500 per passenger. Cape Air assumes no responsibility or liability for loss or damage to unchecked, carry-on baggage, or personal wing items (e.g. those carried by the customer to the aircraft and stored in the wing locker prior to boarding), unless the loss or damage was caused by the sole negligence or willful misconduct of Cape Air.

- *For International Carriage (including domestic portions of international journeys) covered by the Montreal Convention*

Liability for loss, delay or damage to checked and unchecked baggage is limited to 1,131 Special Drawing Rights per passenger (see [www.imf.org](http://www.imf.org) for current value).

- *For International Carriage (including domestic portions of international journeys) covered by the Warsaw Convention*

Liability for loss, delay or damage to baggage is limited to approximately \$9.07 per pound (\$20.00 per kilo) for checked baggage and \$400 per passenger for unchecked baggage in the custody/control of the carrier.

- **Fragile, valuable, perishable and other items not suitable for transport**

Except for certain international travel subject to the terms of the Montreal Convention, Cape Air is not liable for loss, damage or delayed delivery of fragile, valuable or perishable items in baggage or carried as baggage.

Cape Air is not liable for damage to a customer's in-cabin property that contains fragile, valuable, or perishable items. Customers are responsible for all damaged caused by their property, whether such damage is to their own property or to some else's property.

Fragile, valuable, and perishable items include, but are not limited to, antiques, artifacts, books, cellular phones, collectibles, computer equipment, documents, electronic equipment, fragile articles, gift cards, glassware, heirlooms, irreplaceable items, jewelry, keys, money, silverware, negotiable papers, optical equipment and eye/vision devices, perishable items, photographic equipment or items, pottery, prescription medication, samples, securities, sound reproduction equipment, timepieces, tools, works of art, or other similar valuable items and commercial effects included in checked baggage with or without the knowledge of Cape Air. If any such items are lost, damaged, pilfered, or delayed, except for certain international travel subject to the terms of the Montreal Convention, you will not be entitled to any reimbursement under Cape Air's standard baggage liability.

- Limited Release Tags

Cape Air has the right to refuse to accept baggage that does not meet the standards as noted herein. In cases where Cape Air will accept baggage for transport under the condition that the customer agrees to have affixed to the baggage a limited release tag, the customer is hereby on notice that Cape Air is not liable for any damage, loss or delay to such baggage.

- Normal Wear & Tear

Cape Air is not liable for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear.

- Unclaimed Bags

Cape Air is not liable for baggage not claimed by the customer immediately upon arrival.

- Other Carriers or Services

Cape Air's liability is limited to occurrences on its own flights only, except in the case of checked baggage in which case the customer has the right of action against either the first or last carrier in the flown itinerary. A carrier issuing a ticket or checking baggage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

***Claims Restrictions, Including Time Requirements for Reporting or Filing Claims.***

Cape Air assumes responsibility only for those claims arising from transportation of baggage over its own routes. All claims are subject to proof of actual loss by the customer. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price. This may be demonstrated through presentation of original purchase receipts or evidence of actual value. All bag fees paid for lost bags that are not subsequently found will be refunded.

No action shall be maintained for any loss, damage, delay or pilferage of checked baggage, unless appropriate notice is given in accordance with this section. If notice is not given in accordance with this section or legal action is not commenced within one year from the date of the incident, any such claims will be considered waived.

- **Domestic Carriage Limitations and Claims Restrictions**

Lost, delayed or damaged baggage must be reported to a Cape Air customer service agent, or an authorized agent of an interline or code share carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, within four (4) hours of the arrival of the flight on which the loss, damage or delay is alleged to have occurred. The failure to give such preliminary notice, absent extraordinary circumstances, will result in waiver of the claim. Any claim for loss, damage or delay must be submitted in writing within thirty (30) days of the relevant flight. Failure to file a written claim within the time period specified, absent extraordinary circumstances, will result in waiver of the claim.

- **International Carriage Limitations and Claims Restrictions**

Damaged baggage must be reported to a Cape Air customer service agent, or an authorized agent of an interline or code share carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, immediately upon its discovery and any claim for damage must be submitted in writing no later than seven (7) days from the date of receipt of the baggage. Any claim for delay or loss must be submitted in writing no later than twenty-one (21) days from the date on which the baggage has or should have been placed at the customer's disposal. Failure to observe these notice requirements within the time periods specified, absent extraordinary circumstances, will result in waiver of the claim. No right to any claim against Cape Air related to baggage will lie unless an action is brought within two (2) years from the date of arrival at the destination, or from the date on which the aircraft was scheduled to have arrived, or the from date on which the carriage stopped.

***Delayed Bag Delivery & Interim Expenses.***

Cape Air strives to deliver checked baggage to our customers in the baggage claim area in a timely and efficient manner; that is, so that it arrives before or at the same time as the customer. When on occasion a bag is missing or remains unclaimed, we will make every reasonable effort to locate and return the bag within 24 hours or less using a comprehensive system and process to track missing baggage and to communicate with affected customers.

- **Delivery of Delayed Bag**

In the event that checked baggage constituting the customer's Free Bag Allowance as defined in this document does not arrive before or at the time the customer arrives, Cape Air will deliver such checked baggage to customers. This section does not apply for Excess Baggage as defined in this document. Cape Air will strive to deliver baggage covered by this section in a timely and efficient manner, but delivery times may vary with destination because of third party vendor availability, traffic and other reasons. This delivery may be by Cape Air or by an authorized agent contracted at Cape Air's expense to provide such bag delivery. In some cases, it may be more expeditious for customers to return to the airport to claim their baggage and, in this case, customers may certainly choose to pick-up their bags at their own transportation expense in lieu of delivery.

- **Interim Expenses**

Provided the customer is not in his or her hometown and the delayed baggage constitutes the customer's Free Bag Allowance as defined in this document, he or she is entitled to reasonable interim expenses resulting from delayed bags. The customer may purchase personal items (e.g. clothing, toiletries) that he or she deems reasonable taking into consideration the purpose of the trip. Cape Air's responsibility for interim expenses is limited to \$100.00 per day, \$300.00 maximum, per ticketed passenger without regard

to the length of time the property is delayed or missing. Customers must maintain receipts for reimbursement. Customers may be reimbursed for additional purchases only if prior authorization is obtained from Cape Air personnel.

If the delayed bag becomes a claim for which monetary compensation is appropriate in accordance with this contract, interim expenses advanced for the initial delay will be deducted from the claim's settlement total. Interim expenses are not available as an additional remedy for bags which are lost or damaged and for which such a claim is reported and processed, without regard to whether the claim results in compensation in accordance with this contract.

### ***Restricted Articles.***

- **Dangerous Goods / Hazardous Materials**

Other than exceptions permitted pursuant to 39 CFR 175.60, any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171 – 177), the IATA Dangerous Goods Regulations and Official Air Transportation Restricted Articles Tariff No. 6-D, NTA (A) No. 37, C.A.B. No. 82 and revisions and reissues thereof are not accepted for transport on Cape Air. More restrictive provisions may apply for passengers traveling pursuant to interline, code share, or other airline partner agreements arranged by Cape Air with partner airlines. The carriage of hazardous materials aboard Cape Air aircraft in your baggage or on your person is a violation of Federal Law with penalties of up to five (5) years imprisonment and fines of \$250,000 or more. (See 49 USC 5124) Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples include: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radiopharmaceuticals. For further information, contact Cape Air.

- **Firearms and Ammunition**

Federal law provides that no person shall carry a deadly or dangerous weapon, either concealed or unconcealed, aboard any Cape Air aircraft except: (1) employees or officials of a municipality or State, or the United States, who are authorized to carry firearms (e.g. FBI, Secret Service, LEO prisoner escort, Federal Air Marshall) or (2) crewmembers and other persons authorized by Cape Air to carry firearms. Appropriate documentation and identification will be required of any passenger traveling under this provision. More restrictive provisions may apply for passengers traveling pursuant to interline or code share agreements arranged by Cape Air with partner airlines.

Firearms that are unloaded and encased in a hard-sided suitable locked container may be carried as checked baggage. All firearms to be checked in this manner must be declared by the customer in writing through the completion of a declaration tag.

Ammunition must be securely packaged in a container made of durable fiber, wood or metal, or in the manufacturer's original package, and locked inside checked baggage. Ammunition checked in this manner must not exceed eleven (11) pounds per passenger. The passenger will be required to complete the applicable declaration forms.

### ***Wheelchairs & Other Assistance-Related Devices***

- **Wheelchairs**

One wheelchair per passenger will be accepted and transported at no additional charge. Advance notice is recommended due to space limitations on the aircraft. If a size and nature such that the wheelchair can be loaded onto and transported aboard, both collapsible and electric wheelchairs will be accepted for transport. For wheelchairs with wet cell batteries, the batteries must be disconnected, and terminals insulated and stored

in strong, rigid packaging. The box must be clearly marked as enclosing such item with arrows indicating the "up" position. Regulation battery boxes are highly recommended. Early check-in is also recommended to avoid any delays from the additional processing.

- **Strollers**

One collapsible stroller per passenger will be accepted as additional free baggage allowance as checked baggage.

- **Infant Car Seat**

One FAA-approved infant car seat per passenger will be accepted as additional free baggage allowance as checked baggage or for use in the aircraft cabin. Infant seats accepted for use onboard must have a harness which attaches the child to the safety seat, be fitted with a hard seat, and attach directly to the aircraft seat.

***Live Animals.***

Live animals are accepted for transport subject to a service charge unless otherwise specified below and other conditions as noted herein. Cape Air reserves the right to refuse carriage of live animals at any time.

- **In-Cabin Pets**

Unless otherwise noted herein, Cape Air will accept domesticated dogs, cats, birds and any other animal at Cape Air's sole discretion for transport when accompanied by the customer as in-cabin pets.

- **Advance Reservations & Conditions of Carriage**

Advance reservations are recommended. For safety reasons, only one live animal per aircraft may be booked confirmed space. Live animals are approved on a first-come, first-served basis. Multiple live animals from the same family are permitted on the same aircraft; however it is possible that, due to space or weight constraints, the passenger and animals may not be able to be accommodated on any particular flight. Multiple live animals from different families are not permitted on the same aircraft. Should a pet be booked in advance but a passenger with a Service Animal request to be boarded, Cape Air may request the passenger with the pet to fly on a later flight, if possible, to accommodate the disabled passenger or government official with the Service Animal.

- **Must be Accompanied by Passenger**

All live animals must be accompanied by a traveling passenger who is the owner or a designee who assumes full responsibility for the animal. Cape Air will not transport live animals as unaccompanied freight.

- **Approved Kennels and Carriage Generally for Pets**

- Except as stated below in this section, a soft or hard-sided kennel suitable for transport of the pet is required to transport the pet to the aircraft and to contain the pet within the cabin. It is the obligation of the customer to provide such kennel, as Cape Air does not provide kennels. Maximum kennel sizes are as follows:

- *For Transport in the 9-Passenger Cessna 402 –*

For travel on Cape Air only with no connections: 27"x 20"x19"

For travel on Cape Air with connections to/from UnitedAirlines: 22"x 14"x9"

For travel on Cape Air with connections to/from JetBlue Airways: 17"x12"x8"

For travel on Cape Air with connections to/from other airlines: consult airline

- *For Transport in the 46-Passenger ATR42 – 40"x27"x30"*

- A pet should be able to stand up and turn around comfortably in a properly-sized kennel. Multiple pets may be transported within the same kennel providing this standard is met for both animals and it is deemed safe in the sole discretion of Cape Air. For travel pursuant to interline and code share agreements, more restrictive policies regarding kennel sizes may apply to comply with under-seat carriage.
  - Cats and birds must be kenneled or caged when accepted for travel in all circumstances.
  - For travel only between Hyannis, New Bedford, Nantucket or Martha's Vineyard, dogs may be transported with or without a kennel under the following conditions:
    - A dog not exceeding 35 pounds in weight may be carried on the passenger's lap or on the aft shelf of the cabin
    - A dog 35 pounds or more may be properly restrained with a leash, harness or similar device and situated in such a location so as to not obstruct access to the aisle or exit. This location is typically behind the last row of seats. Pets must not exceed a maximum weight of 120 pounds per animal.
    - The ability to carry pets pursuant to this provision is determined by the airport authorities of the airports we serve and is subject to change with or without notice.
  - For flights operated by the ATR42 in Micronesia, compliance with local quarantine requirements prohibit Cape Air from transporting pets inside the aircraft cabin and, thus, pets are transported in the cargo bin.
- Pet & Other Live Animal Embargoes
 

Additional seasonal or route-specific restrictions, or "embargos," may also apply depending upon the aircraft size and/or the code share partner policy in place at any point in time.

    - White Plains, NY and Nevis, WI
 

No pets are accepted for travel for any flight to/from Westchester County Airport in White Plains (HPN) or Vance W Amory Airport in Nevis, WI.
    - Adult Poultry Embargo
 

In order to ensure compliance with the U.S. Animal Welfare Act, Cape Air will not transport live adult poultry at any of our locations.
  - Health and General Condition of the Live Animal
    - The animal must be harmless, odorless, inoffensive and suitable for in-cabin transport as determined by Cape Air in its sole discretion. A passenger assumes full responsibility for the safety, well being and conduct of his or her animal while on-board the aircraft.
    - Cape Air assumes no responsibility for the impaired health or death of the animal due to illness or injury when the animal has been handled by Cape Air with ordinary standards of safety and care or when Cape Air has acted in the interests of the entire flight such as in an emergency or a force majored event.
  - Compliance with Applicable Laws

The customer must make all arrangements and assume full responsibility and expense for complying with applicable laws, customs and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported. Upon arrival, health certificates and other papers may be required by local authorities, depending upon the route over which the pet is traveling.

- **Service Animals**

Service animals accompanying disabled customers or government officials are carried at no additional charge to the customer. (See Service Animals under section entitled "Acceptance of Customers").

***Liquor.***

For alcoholic beverages up to 70 percent alcohol by volume there is a limit of 5 liters (1.3 gallons) per customer that may be accepted as checked baggage, or that may be gate checked if purchased after completing security screening at the checkpoint (Duty Free). Packaging must be in receptacles smaller than 5 liters. Alcoholic beverages more than 70 percent alcohol by volume (140 proof) will not be accepted. There is no additional fee for the carriage of alcohol on international flights (including flights from the USVI to the US) when it is purchased as part of an established and recognized "duty free shopping" program. Customs and TSA regulations may impose different limitations and fees.

## **Acceptance of Customers**

***Refusal to Transport.***

Cape Air may refuse to transport, or may remove from the aircraft at any point, any customer(s):

- When necessary to comply with government regulations or security directives;
- When necessary for the safety of themselves, other passengers, or members of the crew, including but not limited to:
  - Persons whose conduct is disorderly, offensive, abusive or violent;
  - Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulation, or security directives;
  - Persons who appear to be intoxicated or under the influence of drugs unless such condition is solely due to the person being a Qualified Individual with a Disability, in which case boarding will not be denied;
  - Persons with a communicable disease or condition that could pose a direct threat;
  - Persons who fail to travel with the required safety assistant(s) pursuant to this section;
  - Persons who do not qualify as acceptable non-ambulatory passengers pursuant to this section;
- When there is a failure to observe the rules of the Contract of Carriage;
- Whenever such action is necessary or advisable by reason of weather or other conditions beyond Cape Air's control including but not limited to acts of God, force majeure, strikes, or disturbances, whether actual, threatened or reported;
- When the customer refuses a request to produce proof of identify satisfactory to Cape Air or the customer's identity mismatches his or her ticket information;
- When the customer has not paid the appropriate fare or produced satisfactory proof to Cape Air that the customer is an authorized non-revenue passenger.
- Whenever government required travel documents appear not to be in order according to Cape Air's reasonable belief; or
- When the customer's conduct is disorderly, abusive, or violent towards other customers or Cape Air employees.

### ***Disabled Individuals.***

It is the policy of Cape Air to provide equal opportunity for all would-be travelers. Accordingly, Cape Air will not refuse to provide transportation to a disabled individual, who may be transported in accordance with the Company's FAA-approved operating procedures, on the basis of his or her disability. Cape Air may refuse to provide transportation to *any* customer whose carriage may impair the safety of the flight in accordance with the provisions of this contract, and may refuse to provide transportation to *any* customer whose carriage would violate federal regulations (including FAA and TSA regulations) or the Company's FAA-issued operating manuals. In exercising this authority, however, Cape Air personnel will not discriminate against any disabled individual solely on the basis of the disability.

- **Carriage Generally**

Customers who, because of age, mental or physical condition, disability or impairment, require individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded a reasonable amount of assistance by Cape Air employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times Cape Air will consult with the customer about any assistance and special plans arranged on the customer's behalf. In the event that physical limitations of the aircraft preclude the use of existing models of lifts, boarding chairs or other feasible devices to enplane a customer needing assistance, Cape Air employees will provide assistance but are not permitted to carry customers on board the aircraft. As the safest seating arrangement for such customer may vary with the situation and with the aircraft type, Cape Air may offer to pre-board the customer or may suggest to board the customer last for access to the most accessible seat Cape Air will extend this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect all those who may otherwise suffer from discriminatory practices.

- **Carriage of a Qualified Individual with a Disability & Non-Ambulatory Passengers**

Cape Air will not require any individual covered by this section to be accompanied by an attendant unless it is determined that an attendant is *essential* for safety. If Cape Air determines that an assistant is essential for safety, Cape Air may require a customer meeting any of the following criteria travel with an attendant as a condition of being provided air transportation:

- A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Cape Air personnel, including the safety briefing required by 14 CFR 121.571(a)(3), (a)(4) and 135.117(b).
- A person with a mobility impairment so severe that the person is unable to physically assist in his or her evacuation of the aircraft; or
- A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with Cape Air personnel adequate to permit the transmission of the required safety briefing.
- If Cape Air determines that a person meeting the criteria above must travel with an attendant, contrary to the individual's self-assessment that he or she is capable of traveling independently, Cape Air will not charge for the transportation of the attendant.
- If because there is not a seat available on a flight for an attendant whom Cape Air has determined to be necessary, the individual will be eligible for denied boarding compensation. For the purposes of the determination of seat availability, the attendant will be deemed to have checked in at the same time as the customer herein.

- If Cape Air determines that an attendant is required for the safe operation of the flight and the qualified individual with a disability is unable to provide such attendant, Cape Air will not require the individual to be accompanied if there are volunteers aboard the flight willing to assist the qualified individual with a disability in case of emergency evacuation or the Captain has determined the flight can operate safely by assuming this responsibility.
- Advance Reservations and Check-In  
Advance reservations and early check-in are recommended to ensure time to coordinate the collaboration needed for the safe boarding of qualified individuals with a disability any assisted-living devices, such as a wheelchair.

- Oxygen

- For Transport in the 9-Passenger Cessna 402

Personal oxygen supplies, including oxygen concentrators, are not permitted to be used or carried on board and Cape Air is not authorized to provide medical oxygen.

- For Transport in the 46-Passenger ATR-42

Personal Oxygen Concentrators (POCs) which are FAA-approved may be utilized on board at no additional charge. For use of POCs on board, please note the following information:

- Cape Air will allow use of all POCs on board that are FAA-approved.
- POCs that are not FAA-approved may not be operated in flight but may be carried in the cabin with batteries removed if they meet Cape Air's carry-on size and weight requirements or they may be carried as checked baggage.
- Customers are requested to contact our Reservations Office at least 48 hours in advance to confirm POC requirements. Cape Air will make all effort to accommodate all customers unable to provide advance notification.
- Customers must:
  - 1) Provide a signed written Doctor's statement including (a) that the user has the ability to see/hear/understand the device's aural and/or visual warnings and is able to take appropriate action, (b) whether the use of the POC is medically necessary for all or only a portion of a flight; (c) maximum oxygen flow rate considering the air pressure in the cabin under normal operating conditions; (d) duration of the expected use of the POC in hours and minutes.
  - 2) Provide notice at time of check-in and/or at the gate so that all information may be reviewed at the airport prior to boarding. The POC must be kept by the customer and provided upon request by Cape Air personnel at any time during travel.
  - 3) Ensure that he/she has ample batteries to power the POC for the duration of the flight plus 3.0 additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used.
  - 4) Ensure that all extra batteries are properly protected from short circuiting by either (a) having recessed battery terminals or (b) packing them so that the batteries do not contact metal objects including the terminals of other batteries.

- Failure to meet the requirements will result in denied use of the POC during travel. Customers planning on traveling with POCs are solely responsible for advising Cape Air as soon as reservations are confirmed regardless of whether the reservations were made through a travel agent, on the internet, through Cape Air, or via any other means available in order to confirm specific requirements and to provide the airline with required information.
- When connecting to or from any flight other than an interline or codeshare partner, the customer is responsible for notifying and making independent arrangements directly with the other airline.
- POCs are assistive devices for customers with disabilities. As such, they do not count toward carry-on or checked baggage limits.
- Cape Air is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of Cape Air.

Oxygen Cylinders provided by Cape Air or its vendors or codeshare partners may also be utilized. This service is limited and subject to availability. For oxygen cylinders provided by a codeshare partner, please refer to that airline's contract of carriage for specific requirements. A service charge may be assessed for this service. Customers' personal oxygen cylinders can not be transported or used onboard any flight as per FAA restrictions. Oxygen cylinders provided by Cape Air is subject to the following conditions:

- Compliance with regulations of all countries within the flight itinerary where oxygen is to be used;
  - A medical certificate from the passenger's physician is provided to Cape Air certifying the need for in-flight oxygen, stating whether any special conditions or assistance are required, and providing the maximum usage per hour and the oxygen flow rate per minute at 10,000 feet altitude;
  - Oxygen equipment is available and can be positioned at the boarding city of the passenger requiring it;
  - Passenger must provide Cape Air at least 48 hours' notice to request oxygen services and will also be required to check-in for the flight at least two hours on International flights and one hour on Domestic US flights before the planned departure. Cape Air will make reasonable efforts to accommodate passengers who fail to meet any of these requirements, but will not be obligated to do so.
  - Service fees apply for each flight segment where oxygen is required.
  - The passenger will not be assigned a seat in a row with, behind or in front of an emergency window exit.
  - To the extent possible, passengers receiving or requesting in-flight medical oxygen service will be given boarding priority on Cape Air in the event of an irregular operation. Reaccommodation of the passenger on another carrier will be subject to that carrier's requirements and capabilities to provide oxygen as they apply to the existing circumstances;
  - Cape Air is not liable for failure to provide this service when such failure is beyond its control.
- Medical Transport

Cape Air does not provide air ambulance or in-flight patient care services, and is unable to accommodate stretchers on board scheduled flights. In some Cape Air destinations, Cape Air may be able to accommodate stretchers on specified aircraft for routine medical transport, provided that patient care equipment is not required for basic or advanced life support during such transport. In such case, medical personnel or in-flight patient care equipment may be provided but if supplied only for the patient's comfort and not medically required as noted in the previous sentence. When approved by the FAA, Cape Air will accommodate passengers requiring respirators, ventilators and other such equipment. All equipment must be able to be safely stowed on board the aircraft. Please contact our Reservations Office for more information.

- Service Animals.
  - Cape Air permits Service Animals to accompany passengers free of charge as noted in this section. Advance reservations are recommended because, for important safety reasons, Cape Air is only permitted to transport one live animal per aircraft unless the animals are from the same family. Only one live animal per aircraft may be booked confirmed space. Live animals are approved and carried on a first-come, first-served basis. Should a passenger with previously booked space for his/her Service Animal or pet be confirmed on a flight and another passenger with a Service Animal as defined by this section desire to be boarded, Cape Air will seek out all alternatives available including offering the passenger with the pet confirmed space on the next available flight. Only if no options are available will Cape Air offer the less desirable alternative to the passenger with the Service Animal of traveling on a later flight.
  - Cape Air permits trained Service Animals used by Qualified Individuals with a Disability, to accompany the person on a flight free of charge if the following conditions are met:
    - Evidence that the animal is a Service Animal may include identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability.
    - Service Animals must be properly harnessed and remain under the direct control of the passenger. A Service Animal will be denied boarding or removed from the flight if the animal cannot be contained by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers or a significant threat of disruption.
    - Certain Service Animals, such as various breeds of monkeys, must be small enough and confined to sit in the passenger's lap or in the space under the seat without invading another passenger's seat area during the entire flight. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as baggage.
    - Passengers with Service Animals will not be seated an emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Special seating arrangements may apply to accommodate the Service Animal aboard the aircraft.
    - Passengers requesting to travel with an animal that is used as emotional support must provide to Cape Air documentation that is not older than one year from the date of the initial flight on the letterhead of the a licensed mental health professional stating the following: (1) the passenger has a mental or emotional disability

recognized by the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition (DSMIV); (2) the passenger needs the emotional support animal as an accommodation for air travel and/or for activity at the passenger's destination; (3) the individual providing the assessment is a licensed mental health professional and the passenger is under his or her professional care; and (4) the date and type of the mental health professional's license and the state or jurisdiction in which it was issued. Cape Air reserves the right to authenticate any documentation presented.

- Cape Air accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state or local government agency.
- Local regulations at the passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions.
- The passenger assume full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other passengers who may come in contact with the animal while on board the aircraft, and for compliance with all government requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported. Please be advised that local quarantine requirements may apply, particularly in Micronesia, and customers should consult local quarantine regulations in advance.

- **Complaint Resolution Officer**

At anytime during the course of travel, customers with disabilities can contact a specially trained Complaint Resolution Office (CRO). The CRO's responsibility is to resolve complaints, disagreements, or alleged violations related to Department of Transportation regulations. Our CROs are available through our Customer Relations Office. Please see that section of this document for contact information.

- **Air Carrier Access Act**

You may download a PDF version of the Department of Transportation 14 CFR Part 382, Nondiscrimination on the Basis of Disability in Air Travel at [www.capeair.com](http://www.capeair.com). You can also obtain a copy of this regulation in an accessible format from the Department of Transportation by any of the following means:

By telephone: Toll-Free Hotline for Air Travelers with Disabilities

1-800-778-4838 (voice)

1-800-455-9880 (TTY)

By telephone: Aviation Consumer Protection Division

202-366-2220 (voice)

202-366-0511 (TTY)

By mail: Air Consumer Protection Division

C-75, US Dept of Transportation

1200 New Jersey Ave., SE.

West Building, Room W96-432

Washington, DC 20590

By web: Aviation Consumer Protection Division's Web site  
<http://airconsumer.ost.dot.gov>

***Unaccompanied Minors ("UM").***

Unaccompanied minors are children five (5) to twelve (12) years of age who are traveling alone or not accompanied on the same flight by a passenger at least eighteen (18) years of age. Unaccompanied minors will be accepted for transportation as follows:

- Age
  - Minors under the age of five (5) are not accepted for travel unaccompanied.
  - Minors age five (5) through twelve (12) years will be accepted for online travel for non-stop itineraries as unaccompanied minors.
  - Parents or guardians may request a person older than twelve (12) years be escorted as if he or she were an unaccompanied minor for travel on online, non-stop itineraries.
  - Young adults between thirteen (13) and seventeen (17) years may travel independently as adults, either on non-stop or connecting flights (if from/to another airline, providing that airline policy permits such travel). Special service information may be added to their record to facilitate their travel; however escorted services under this provision are not available.

- Service Charge and Fares

There is no additional service charge or escort fee for unaccompanied minors traveling on Cape Air; however the minor is not eligible for discounted children's fares when traveling under this policy.

- Connecting and Interline Itineraries

Unaccompanied minors when traveling with or connecting to Cape Air pursuant to interline, codeshare and other airline partner agreements:

- United Airlines Partnership - Minors age eight (8) through twelve (12) are accepted for travel on connecting itineraries for flights operated as United Express (e.g. Micronesia) to other flights operated by United Airlines or United Express only... (Connections to other United codeshare flights not permitted). Service charges may apply.
- Unless otherwise specified herein, minors with connecting itineraries or traveling pursuant to interline, code share, or other airline partnerships will not be accepted for travel when unaccompanied.

- Positive Identification of Person Meeting UM and Airport Process

The unaccompanied minor must be brought to the airport by a parent, guardian or responsible adult who must furnish Cape Air with name, address and phone number of the parent, guardian or responsible adult who will meet the unaccompanied minor upon deplaning at the minor's destination. This information will be recorded on the "UM Form." We recommend checking-in early to ensure there is adequate time to complete the required paperwork. The parent, guardian or responsible adult must stay with the UM until the flight departs. The parent, guardian or responsible adult, who was previously named and furnished to Cape Air, must show proper identification in order for the unaccompanied minor to be released into his or her custody at the final destination.

- Refusal to Transport

The welfare of unaccompanied minors is a matter we take very seriously. Cape Air reserves the right to refuse transportation if the Company believes there is a significant chance that the flight on which the unaccompanied minor holds a reservation may be

delayed, terminate at an airport other than the minor's destination, or if the unaccompanied minor may miss his or her connecting flight for any reason. Cape Air will not accept unaccompanied minors for travel on the last flight of the day from any Cape Air location.

- **Flight Cancellations and Diversions**

In the event of flight cancellation, diversion, substantial delay or other irregularity within the Cape Air route system, the agent in charge, Captain or flight attendant will retain custody of the unaccompanied minor until that custody is transferred to a Cape Air agent or the parent guardian or responsible adult named on the UM Form. In the event of a flight diversion to an airport not staffed by Cape Air personnel, Cape Air will make every effort to contact the parent, guardian or responsible adult identified on the UM Form to coordinate agreeable and suitable arrangements. The Captain or flight attendant will retain custody of the unaccompanied minor until such arrangements are coordinated. Cape Air will bear all reasonable costs associated in this instance to ensure the safety of the unaccompanied minor.

- **Responsibility of Cape Air**

Cape Air assumes no responsibilities for unaccompanied minors beyond those applicable to an adult customer.

### ***Infants***

Under two (2) years of age, infants are accepted at no additional charge if seated on the lap of an adult passenger. Proof of age of the infant passenger may be required. For some destinations, including certain international jurisdictions, government taxes may apply for infant passengers and must be collected by Cape Air for this purpose. For infants between 7 and 14 days of age, Cape Air and/or its interline, code share, or airline partner may require a letter from a physician indicating the approval of such travel in light of the passengers age and condition.

### ***Additional Seat for Passenger Requiring Additional Space on Board the Aircraft***

If the additional seat is desired by the passenger for safety or comfort or required, as determined by Cape Air, to safely accommodate a passenger on board the aircraft, reservations in advance are recommended and the additional seat is subject to an additional charge. A passenger requiring this service must be able to be transported without compromising the safety of the passenger or other passengers on board the aircraft, however Cape Air will not refuse to provide transportation to a qualified individual with a disability solely because the person's disability results in an inconvenience to crewmembers or other passengers.

## **Cancellation of Reservations**

### ***Airport Check-In.***

Passengers who have not presented themselves to Cape Air or a designated agent at the departure airport ticket counter and gate within the following time limits preceding scheduled departure time are subject to having their reservation for that flight cancelled as well as all other reservations within the same itinerary.

- All flights within the mainland US and From Mayaguez and Vieques to San Juan, Puerto Rico, or between St. Croix and St. Thomas USVI
  - Check-in at least thirty (30) minutes prior to departure
  - Arrive at boarding gate with boarding card and ready to board the aircraft at least ten (10) minutes prior to departure.

- From San Juan, Puerto Rico to All Caribbean and from St.Croix, Tortola, Anguilla and Nevis to San Juan
  - Check-in at least forty-five (45) minutes prior to departure
  - Arrive at boarding gate with boarding card and ready to board the aircraft at least ten (10) minutes prior to departure.
- From St. Thomas to San Juan
  - Check-in at least sixty (60) minutes prior to departure
  - Arrive at boarding gate with boarding card and ready to board the aircraft at least ten (10) minutes prior to departure.
- For International flights and flights departing Micronesia
  - Check-in at least sixty (60) minutes prior to departure
  - Arrive at boarding gate with boarding card and ready to board the aircraft at least thirty (30) minutes prior to departure
- The above are minimum requirements. Due to federal security screening measures, customer and bag processing times may vary by airport and date. Allow additional time at peak travel times. Cape Air may provide guidance regarding various airport recommendations but it is the customer's responsibility to arrive at the airport with enough time to complete the security screening process and to comply with the Company's minimum time limits as noted above.
- Check-in with Partner Airlines Pursuant to Interline, Code Share, or Other Airline Partner Agreements
  - Customers who receive a through-check-in boarding pass from one of our interline or codeshare partner airlines (other than Cape Air) are required to check-in with a Cape Air representative at their first Cape Air departure ticket counter or gate at least 15 minutes before departure. Note that sometimes customers who check in earlier may be able to be accommodated on an earlier flight.

***No Show.***

When a passenger fails to honor a segment of a reservation, Cape Air may cancel, without notification, all continuing and returning portions of the itinerary contained in the same reservations record.

***Ticket Time Limits***

If the customer has not purchased a validated ticket for a confirmed seat for a reservation which is placed on a courtesy hold with ticketing time limits as defined by the fare rules, the reservation will be cancelled without notice at the expiration of the time limit. For tickets purchased on Cape Air's web site, pursuant to interline, code share or airline partner agreements, or through on-line or agency channels, different time limits may apply and courtesy holds may or may not be available.

***Refusal to Transport***

If Cape Air's refusal to transport the customer is for reasons defined in section "Refusal to Transport", the reservation will be cancelled.

***Record of Cancellation***

When there is a record that a reservation was cancelled (either by Cape Air, the customer, the customer's agent, or Cape Air's interline partner) after a ticket for a

confirmed flight was issued, the ticket may not be accepted for the flight specified. In such event, customers will not be eligible for denied boarding compensation. If the customer has purchased the ticket and the reservation is cancelled pursuant to this paragraph, Cape Air may refund the ticket in accordance with its refund policy or offer flight accommodations on the next flight with seats available.

***Weather, Force Majeure, Governmental Regulations***

When cancellation is necessary due to weather, required to comply with any governmental regulation, or due to conditions beyond Cape Air's control (including force majeure events), Cape Air may cancel the flight and all corresponding customer itineraries.

***Failure to Comply***

When the passenger fails to comply with the rules set forth herein, Cape Air may cancel any and all portions of the customer itinerary.

***Fictitious Bookings***

Multiple bookings of a fictitious nature are prohibited. In the event Cape Air determines that an individual has confirmed such bookings to one or more destination(s) on or about the same date(s), Cape Air reserves the right to cancel all confirmed space associated with the duplicate reservations. When such case arises, Cape Air will make every effort to contact the customer in advance; however Cape Air reserves the right to cancel this space without notice to the passenger or the person making the booking.

***Prohibited Practices***

The following practices are prohibited by Cape Air. When a ticket is purchased and used in violation of these rules or any fare rule, Cape Air has the right in its sole discretion to take all actions permitted by law, including but not limited to, (1) invalidate the ticket; (2) cancel any remaining portions of the passenger's itinerary; and (3) confiscate any unused flight coupons.

- "Hidden Cities Ticketing" or "Points Beyond Ticketing"  
Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the passenger's actual destination, even when the purchase and use of such tickets would produce a lower fare.
- "Throwaway Ticketing"  
The purchase and use of roundtrip tickets for the purpose of one-way travel is prohibited.
- "Back to Back Ticketing"  
The use of flight coupons from two or more different tickets issued at roundtrip fares for the purpose of circumventing applicable fare rules (such as advance purchase or minimum stay requirements) is prohibited.

***Overbooking***

Cape Air's flights, including flights operated as code share flights or pursuant to airline partner agreements, are subject to overbooking which could result in Cape Air's inability to provide previously confirmed reserved space for a given flight. In such a situation, Cape Air's policy on Denied Boarding will apply. Please refer to this section of this contract for more information.

### ***Liability Limitations***

Cape Air is not liable for any consequential, compensatory or other damages when cancellations occur (for both confirmed and unconfirmed reservations) in accordance with this rule.

## **Fares**

### ***General***

Cape Air offers a wide range of fares on all flights. Not all fares are available at all times on all flights. For certain discount fares, seating may be limited and restrictions may apply. The fare charged on the ticket applies only to the transportation specified thereon. Any passenger-initiated changes to such transportation may result in a change in the fare, assessment of monetary penalties, or loss of transportation value. All fares are subject to change without notice.

### ***Lowest Available Fare***

When customers contact our Reservations Office, visit our ticket counters or city ticket offices, or book flights through [www.capeair.com](http://www.capeair.com) we will offer the lowest fare available for which the customer is eligible for the date and flight requested at the time of the request that is available through that booking channel. Customers should advise Cape Air of any special status that might qualify them for any special fare or discount. If a customer indicates flexibility in his/her travel plans in order to obtain a lower fare, our agents will offer to check availability for specific alternative dates and times upon request. Occasionally, lower fares may be available online at [www.capeair.com](http://www.capeair.com) or through an online travel agency.

### ***Guaranteed Fares***

For all customers booking via Cape Air Reservations or [www.capeair.com](http://www.capeair.com), we will provide the opportunity for you to think about your travel plans, consult travel companions, or seek alternative transportation options. We will hold the reservation you make with our Reservations office for 24 hours and guarantee the fare quoted during this time. If you do not contact Cape Air to purchase your ticket within this 24 hour period, and the rules of the fare required purchase within 24 hours, the reservation will be automatically cancelled. Any changes to the actual itinerary (e.g. new or different city) by the customer may result in a change in the fare. If you purchase your ticket immediately, whether through Cape Air Reservations or [www.capeair.com](http://www.capeair.com), you may obtain a refund, without penalty, within 24 hours of the purchase.

### ***Consumer Disclosures***

If there is further information available, such as whether the flight is operated by a partner airline or a change of aircraft for a single-numbered flight is required, this information will be provided as the reservation is made.

### ***Waiver of Restrictions or Rules***

Cape Air may waive fare restrictions or offer special fares in its sole discretion for passengers faced with emergency travel situations.

### ***Surcharges***

Cape Air reserves the right to impose surcharges, such as a surcharge for fuel, in its sole discretion. Such a surcharge will be publicly filed with the Airline Tariff Publishing

Company (ATPCO) along with fares and rules in accordance with standard Cape Air procedure.

***Partner Airline Fares***

Fares sold under the trade name of a partner airline pursuant to a code share or other airline partner agreement with Cape Air are subject to the rules, terms and conditions as determined by the partner airline that issued and validated the ticket.

**Tickets & Seat Assignments**

No person will be entitled to transportation except upon presentation of a valid ticket. A ticket which has not been validated or which has been altered or mutilated is not valid. A valid ticket will entitle the customer to air transportation only between airports of origin and destination via the routing designated on the ticket. Flight coupons will be honored only in the order in which they were intended to be used.

***Unused Tickets***

Unused Cape Air tickets are valid for transportation for a period of one (1) year from the date of original issue unless a shorter validity period is indicated on the ticket. Cape Air reserves the right in its sole discretion to extend the validity of a ticket in situations of emergency, illness, or other such situations. Tickets purchased through agents or airlines with which Cape Air has agreements are subject to the rules of those agents and airlines and different provisions may apply.

***Advanced Seat Requests & Emergency Exit Rows***

Cape Air does not guarantee allocation of any particular seat in the aircraft, including advanced seat requests made with airline partners pursuant to interline, code share, or other airline marketing partner agreements. This rule applies for flights operated by single or multiple sections of aircraft and no customer is guaranteed a particular seat on any flight or section operated under a single flight number.

In addition, seats in rows designated as emergency exit seats are only available for those passengers who are able to meet the requirements as specified in the Company's FAA-approved operating procedures. Emergency exit row seating requirements may differ in accordance with each aircraft type operated by Cape Air. These requirements may be detailed on emergency briefing cards, or may be acquired by contacting a flight attendant, if applicable, or the Company.

***Fare Application***

The fare for carriage is subject to change prior to commencement of carriage. The fare charged on the ticket applies only to the transportation specified thereon. Any passenger-initiated changes to such transportation may result in a change in the fare, assessment of monetary penalties, or loss of transportation value.

Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at the fare from an initial departure point on the ticket which is before the customer's actual point of origin or travel, or to a more distant point than the customer's actual destination even when the purchase and use of such ticket would produce a lower fare. Roundtrip tickets are not to be purchased and used for the purpose of one-way travel even when the purchase and use of such ticket would produce a lower fare. Violation of these rules may result in the invalidation of the ticket, cancellation of the itinerary, refusal to board, additional collection for actual ticket value, or any other legal remedy available.

***Nontransferable***

Tickets are non-transferable. Cape Air is not liable to the owner of a ticket for honoring such a ticket when presented by another person.

***Ticketing Fees***

Cape Air reserves the right to impose ticketing fees, such as a service charge to issue a prepaid or paper ticket, in its sole discretion. This service charge is non-refundable.

**Travel Documents**

Each customer desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country flown from, through, or into which he or she desires transportation. Subject to applicable laws and regulations, customers must pay the applicable fare whenever Cape Air, on government order, is required to return a customer to the point of origin or elsewhere due to the customer's inadmissibility into, or deportation from, a country.

**Refunds & Lost Tickets*****General***

We strive to provide prompt refunds for eligible tickets once all appropriate documentation is received. When issuing a refund, the refund will include the fare, taxes and any pre-paid optional services. Refunds are processed within 7 business days of receipt of the required information. Credit card refunds may take up to 2 billing cycles before appearing on the credit card statement. Refunds by cash or check will be processed within 20 days of receipt. Refunds will only be issued in the name of the purchaser or customer, as applicable.

***Requesting a Refund on Tickets Issued by Cape Air***

Requests for refunds for tickets issued by Cape Air may be made via email to [refunds@capeair.com](mailto:refunds@capeair.com). Refunds forms may also be submitted online at [www.capeair.com/contactus](http://www.capeair.com/contactus). For additional assistance, you may also call our Refund Department at (508) 790-3122 ext. 509..

***Tickets Not Issued by Cape Air***

Cape Air is not obligated to refund a ticket that does not reflect a confirmed reservation on a Cape Air flight or a ticket not issued by Cape Air.

For unused or partially used tickets issued by travel agents, online booking agencies or other airlines, including interline, code share and other airline partners, for travel on Cape Air, the customer must direct the refund request to that agent or airline for processing. In this situation, the agency or other airline refund policy may apply.

***Non-Refundable Tickets***

Cape Air issues directly and through its partners and agents tickets that are both refundable and non-refundable. Customers should consult their ticket for more information. Rules regarding eligibility for refunds are included in the fare rules and published with ATPCO. The following rules apply to non-refundable tickets:

- General Rule

Cape Air will not refund any portion of a ticket that is purchased with a non-refundable fare, including the fare and any taxes, fees, or other charges included within the total price paid for the ticket.

- **Application of Value Towards Future Purchase**  
Cape Air may allow a portion of the non-refundable fare paid for an unused and non-refundable Cape Air ticket to be applied towards the purchase of future travel on Cape Air, provided it is done in accordance with the applicable fare rule in place at the time of such request. Any portion not so applied will not be refunded in any form.
- **Value Forfeited for No Show Passengers**  
Tickets for any reservations not cancelled prior to scheduled departure time are not eligible to have their value applied towards the purchase of future travel on Cape Air. In this situation, the ticket has no value.

For electronic versions of our Commuter Books which presently exist for books issued for travel between White Plains, NY (HPN) and Nantucket, MA (ACK) or Martha's Vineyard (MVY), tickets for reservations not cancelled at least 24 hours in advance of scheduled departure time have no value and cannot have their value applied towards the purchase of future travel on Cape Air.

- **Extenuating Circumstances**  
When the ticket is non-refundable, the ticket may, at the sole discretion of Cape Air, be refunded in full or part in consideration of extenuating circumstances, such as in the case of the death of a family member.

#### ***Voluntary Refunds.***

For tickets eligible for refunds and when a customer has complied with all applicable provisions of the Contract of Carriage, the ticket will be refunded as follows:

- If the ticket is totally unused, the full fare paid will be refunded less any applicable service charge or penalty.
- If the ticket is partially unused, the refund will be the difference between the fare paid and the fare for the transportation actually used as determined by the applicable rules, less any applicable service charge or penalty
- No voluntary refund is due on non-refundable tickets. See the section entitled "Non-Refundable Tickets" for more information. Refund requests must be made prior to the expiration date of the ticket.

#### ***Involuntary Refunds.***

In the event that Cape Air fails to provide a previously confirmed seat and does not reroute the customer either over other Cape Air routes or those of another airline, Cape Air will refund directly to the customer the following. These circumstances may include, but are not limited to, cases of refusal to transport, flight delays, flight cancellations, schedule changes, and schedule irregularities:

- An amount equal to that paid, if no portion of the ticket has been used; or
- The refund will be the amount equal to the applicable fare for the unused segment(s) if a portion of the ticket has been used. In no instance will the amount refunded be greater than the amount paid for the ticket.
- No refund will be made if ground or sea transportation is offered at Cape Air's expense for part of the ticketed itinerary and accepted by the customer.

- The applicable refund will be granted only if the customer complies with the provisions set forth in this Contract.
- Customers on flights cancelled by Cape Air where the customer does not accept an offer of substitute transportation via the next available flight or ground/sea transportation will be offered a refund.
- Refund requests must be made prior to the expiration date of the ticket.

### ***Lost Tickets***

When a customer loses his or her ticket or a portion thereof, the customer will be required to purchase another ticket, honoring the original fare paid, before transportation will be furnished between the points covered by the lost ticket. To obtain a refund for a lost ticket, the customer must complete and submit a lost ticket application with Cape Air's Accounting Department or Cape Air's airport ticket counter. This application may be found at [www.capeair.com](http://www.capeair.com) or through Cape Air's Refund Department. There is a designated waiting period before a refund may be issued to ensure the ticket is not found and used. This period may be up to one (1) year. In the event the ticket is unused after the designated waiting period, Cape Air will refund to the customer the greater of either the original ticket or the replacement ticket, less a processing fee if applicable.

### **Interline, Code Share and Other Airline Partners**

Under arrangements with Cape Air and for the purpose of facilitating connecting travel, Cape Air may enter into agreements with independent carriers providing for interline transportation, joint ticketing, special fares, baggage transfer, new sales platforms, reward programs, code share flights, and/or other related services.

Travel on independent carriers is subject to the terms and conditions of the contract of carriage of the independent carriers. The contract of carriage for any independent carrier may be obtained through contact with that carrier.

Cape Air currently markets and operates under its own designated code ("9K"), United Airlines' codes ("UA" and "CO"), American Airlines' code (AA"), and participates in a variety of interline, code share and other marketing agreements with airline partners. For flights marketed and sold under the name and code of another airline, the other airline is responsible for the entirety of the codeshare journey for all obligations to passengers established in their contract of carriage. The rules contained in their contract of carriage with respect to ticketing will apply to the codeshare services on flights operated by Cape Air. However, rules respecting the operation of Cape Air flights may differ from the codeshare partner's rules. When differences occur, they are in large part based on differences in aircraft type and governing operating regulations. As to these rules, except as otherwise provided herein, travel on all flights operated by Cape Air, regardless of marketing, trade names or shared airline codes, is subject to the terms and conditions contained herein.

Operational terms and conditions that may differ include, but are not limited to:

- Check-in times and advanced seat assignments
- Baggage acceptance – including maximum size & weights, fees, and restricted items
- Carriage of animals as checked baggage or in the cabin of the aircraft
- Compensation for denied boarding or flight irregularities (e.g. delays)
- Oxygen service
- Irregular operations
- Acceptance of Customers

It is the intent of Cape Air to help our customers understand our policies and when differences may apply pursuant to marketing agreements and we attempt to outline major differences within this contract when practicable. Codeshare partner airlines will advise all passengers when a flight is operated by Cape Air pursuant to a codeshare agreement. In many cases, the codeshare partner airline will publish in its contract of carriage a section entitled "Code share" or "Commuters" and this section is a good place to find an overview of applicable policies. Contracts for carriage for each carrier are often published on the airline's web site.

## **Services to Mitigate Inconveniences Resulting from Flight Delays, Schedule changes, Re-Routings, and Diversions**

Cape Air undertakes to use reasonable effort to transport all customers and baggage expeditiously. Unfortunately, there are times when irregularities or changes in schedule occur.

### ***Applicability***

- Flights originating in the United States

Where the Cape Air flight originates in the United States, the provisions of this section apply to a customer who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event.

- Flights not originating in the United States

Where the Cape Air flight originates outside the United States, the following provisions apply to a customer who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event, unless a local or international law regulates such matter.

- Schedules are subject to Change

Irregularities or changes do not include times shown on timetables or elsewhere as these are not guaranteed and form no part of this Contract of Carriage. Schedules are subject to change without notice.

### ***Communication with Our Customers***

Cape Air will notify customers at the airport, onboard an affected aircraft or in advance, upon request of the best available information regarding known delays, cancellations, and diversions for flights within 7 calendar days of departure. Information will be provided or available no later than 30 minutes from the time the delay, cancellation or diversion is known to Cape Air. Notification will be available:

- through on-board or boarding area announcements
- through flight information screens located at some Cape Air airport boarding areas.
- online at [www.capeair.com](http://www.capeair.com); and
- upon request through contacting our Reservations Offices.

For planned changes in schedule, or for delays or cancellations more than 7 calendar days prior to departure, Cape Air will notify you, via the phone contact information in the reservation made by you or your travel agent, in a timely manner. In addition, it is Cape Air's policy to contact you, or your travel agent if no phone contact exists in the record, in advance, whenever reasonable, of known flight status changes at the phone number(s) provided in the reservation record.

### ***Schedule Change***

When a customer is affected by a planned change in schedule, Cape Air will, at its election and in collaboration with the customer, arrange one of the following:

- Transport the customer on a substitute flight operated by Cape Air which is close in time to the original flight and terminates at the customer's final Cape Air destination at no additional cost.
- Reroute the customer over the lines of another carrier with whom Cape Air has agreements for such transportation when there is no substitute Cape Air flight, as when Cape Air cancels all service between the origin and destination.
- Refund the unused portion of the ticket when no substitute transportation is provided, or it is offered but unacceptable to the customer.
- Assist customers with interline itineraries to obtain substitute transportation, when needed because of a Cape Air schedule change, on the same connecting carrier or on another connecting carrier with whom that carrier has an agreement for such transportation. Additional costs may or may not apply depending upon the carrier with whom the customer has arranged for interline transportation or the vendor from whom the customer has purchased tickets for travel on the other carrier.
- Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein.

***Schedule Irregularity***

When cancellations or major delays are experienced by our customers because of a schedule irregularity, Cape Air will, at its election and in collaboration with the customer, arrange one of the following:

- Transport the customer on the next Cape Air flight on which space is available.
- Reroute the customer over the lines of another carrier with whom Cape Air has agreements for such transportation.
- Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the customer.
- In the event the customer misses an onward connecting flight on which space is reserved pursuant to an interline, code share, or airline partner itinerary, Cape Air will arrange for substitute transportation.
- Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein.

***Force Majeure Events:***

Cape Air may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone, or delay any flight or reservation and determine if any departure or landing should be made, without liability except to refund for any unused portion of the ticket.

***Amenities in case of Delayed, or Cancelled Flights:***

- No amenities or compensation will be provided to a customer on a flight that is delayed or cancelled when the delay or cancellation is at the point where the customer originates or at the customer's destination. A customer traveling on a return portion of a roundtrip itinerary is, for purposes of this section, a customer at an originating point for which no amenities or compensation will be provided.
- No amenities or compensation will be provided to a customer on flights that are delayed or cancelled due to any force majeure event. In this case, Cape Air personnel will do their best to assist the customer obtain accommodations or alternative means of transportation.
- For passengers eligible for amenities, these may include:
  - Lodging – when delay is expected to exceed four (4) hours and during the night
  - Meals – when delay extends beyond normal meal hours

- Ground Transport – when required for access to lodging and/or meals
- Special Services – Cape Air will provide such amenities as necessary to maintain the safety and welfare of certain customers such as qualified individuals with disabilities, unaccompanied minors, or the elderly.
- Travel Vouchers – for free travel on future Cape Air flights, or for discounts off future code share or partner flights when flights operated under the trade name of another airline are implicated
- In all cases, Cape Air will attempt to communicate frequently and keep the customer informed as to the nature of delayed flights.

### ***Diversions***

It is sometimes necessary for flights to divert, or land at a location other than the flight's intended destination. Medical emergencies and severe weather conditions are examples of situations when a flight could land in another city. If we believe there is a reasonable possibility that a flight will be diverted, that information will be provided to you before departure and you will be given an opportunity to decide whether you prefer to board the flight or seek alternative transportation. In the event a diversion decision occurs after the aircraft has departed, the crew will inform you when it is safe and possible to do so.

In extreme circumstances, it is possible that a flight will cancel while on the ground in the city to which it was diverted. When this happens, you will be rerouted on the next Cape Air flight with available seats. If you knew of the possibility of the diversion before boarding the flight and decided to continue on your journey, Cape Air will do its best to assist you with accommodations or alternative transportation, but will not be financially responsible for providing such accommodation or transportation. If you did not know of the possibility of diversion before boarding the flight, Cape Air will provide reasonable overnight accommodations or alternative transportation.

### ***Liability Limitations***

Cape Air is not responsible for any special, incidental or consequential damages for failure to meet the commitments of this section.

## **Denied Boarding**

Oversales may result from a number of situations. Unlike most airlines, Cape Air overbooks only a select number of flights during our peak travel times. We do this where historical information shows that (a) travelers don't cancel their reservations even when their travel plans change and (b) lots of customers want to fly during this time. This allows us to avoid raising fares due to the lost revenue from the "no show" passengers. It also allows us to make seats available for the many other customers who want to fly and for whom, because of historical patterns, we are reasonably certain we will have seats available. The overwhelming majority of overbooked flights due to this reason depart with all customers who have reservations and are present for departure. Other reasons for oversell situations included safety-related weight and/or balance restrictions which limit the number of passengers we can carry on a flight. Booking rejection problems between reservations systems used by Cape Air and our industry partners, including travel agents, may also result in oversold flights. Finally, sometimes oversales result from inadequate contact information for alerting customers of schedule changes in advance.

### ***Volunteers and Boarding Priority***

When an oversell situation occurs, unless otherwise required by local or international laws, Cape Air will encourage customers to voluntarily relinquish seats in exchange for a free Cape Air ticket on any route, or other compensation in an amount determined by

Cape Air. The request for and selection of volunteers will be in a manner determined solely by Cape Air. Cape Air will transport the customer on its next flight on which space is available.

If a flight is oversold, no one may be denied boarding against his or her will until station personnel first ask for volunteers who will willingly relinquish their reservations in exchange for compensation. If there are not enough volunteers, other customers may be denied boarding involuntarily in accordance with Cape Air's boarding priority:

- Passengers who are qualified individuals with disabilities, or passengers traveling as qualified unaccompanied minors as defined in that section, will be the last to be involuntarily denied boarding if it is determined by Cape Air that such denial will constitute a hardship.
- The priority of all other customers will be determined in the order in which they present themselves for check-in.
- Consideration may also be given to whether the denied boarding results in a misconnect with a customer's onward journey.

### ***Involuntary Denied Boarding & Compensation***

Cape Air will select the customer who will be denied boarding and arrange for substitute transportation on both Cape Air and any connecting flight, if applicable, at no additional cost to the customer.

Cape Air will not provide denied boarding compensation if (1) the passenger has not fully complied with the airlines's ticketing, check-in and reconfirmation requirements, or the passenger is not acceptable for transportation under the airline's usual rules and practices; (2) the passenger is denied boarding because the flight is cancelled; (3) the passenger is denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; (4) on a flight with 60 seats or less, the passenger is denied boarding due to safety-related weight/balance restrictions that limit payload; (5) the passenger is offered accommodations in a section of the aircraft other than specified on the ticket at no extra charge; or (6) Cape Air is able to place the passenger on another flight or flights that are scheduled to reach your next stopover or final destination within one hour of the planned arrival time of your original flight.

Where regulations as they apply to Cape Air's operation, aircraft or region do not require Cape Air to pay denied boarding compensation, cash or otherwise, the customer may or may not receive such compensation in the exercise of Cape Air's sole discretion. No denied boarding compensation will be provided if the customer does not fully comply with all provisions as set forth in this Contract of Carriage. No customer will be eligible for compensation if the ticket was issued for free or reduced rate employee-industry travel.

- ***For Transport in the 46-Passenger ATR42***

For passengers eligible for denied boarding compensation the following guidelines apply:

- No compensation is required where alternative transportation is scheduled to arrive at the passenger's initial destination within one hour of the passenger's original flight;
- Passengers will be offered compensation equal to 200% of the one-way ticket price, up to a maximum of \$650, where alternative transportation is scheduled to arrive at the passenger's initial destination more than one hour but less than two hours after the passenger's original flight (four hours in international travel);
- Passengers will be offered compensation equal to 400% of the one-way ticket price, up to a maximum of \$1300, where alternative transportation is scheduled

to arrive at the passenger's initial destination more than two hours or more of the passenger's original flight (four hours in international travel).

The fare upon which the compensation is based will include any surcharge and air transportation tax. Except as provided for in this section, Cape Air will give each customer who qualifies for denied boarding compensation a payment by cash or check at the time the denied boarding occurs. If alternate transportation departs before the payment can be made, payment will be sent to the customer within 24 hours. Cape Air may offer free or discounted transportation in place of the cash payment and will at that time disclose all material restrictions on the use of this transportation. The passenger may insist on the cash/check payment or refuse all payment and bring private legal action.

Acceptance of denied boarding compensation in whatever form constitutes full compensation for any and all damages arising as a result of Cape Air's failure to provide air transportation. By accepting such compensation, the customer will be deemed to have waived any and all claims or actions against Cape Air in connection with Cape Air's failure to provide such transportation.

### **Substitute Transportation & Services**

In accordance with provisions within this contract, Cape Air may arrange for substitute transportation on an alternate airline, or via an independent water or ground transportation company. Such substitute transportation may or may not include other non-air services such as accommodations or meals. It is agreed that any such service is performed by independent operators. Anything done by an employee, agent or representative of Cape Air in facilitating a customer's transportation by alternate means shall in no way make Cape Air liable for the acts or omissions of such independent carrier. In making such arrangements, Cape Air acts only as the customers' agent in doing so and the terms and conditions of the third party service provider will apply.

### **Ground Transfer Service**

Cape Air may provide ground transfer service between airports and city centers. Except where ground transfer service is directly operated by Cape Air, it is agreed that any such service is performed by independent operators. Anything done by an employee, agent or representative of Cape Air in assisting the customer to make arrangements for such independent ground transfer service shall in no way make Cape Air liable for the acts or omissions of such independent operator. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the customer.

### **Screening of Customers and Baggage**

Customers and baggage are subject to security screening which includes but is not limited to security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning and the use of electronic, chemical or other detectors. This screening may occur in the sole discretion of the government, airport or Cape Air and with or without the customer's presence, consent or knowledge. Cape Air is not liable for any damage, loss, delay or injury arising out of security screening.

### **Additional Limitations in Liability/Damages.**

#### ***Successive Carriers***

Carriage to be performed under one ticket by several successive carriers is regarded as a single operation. A carriage does not lose its international character merely because one portion of a single operation is to be performed entirely within the territory of the same sovereign state.

### ***Warsaw/Montreal Convention Application***

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention, including as amended, or the Montreal Convention, including as it may be amended, unless such carriage is not "international carriage" as defined by either Convention, included as amended. Any provision of these rules that is inconsistent with any provision of the Warsaw Convention or Montreal Convention, as applicable, shall, to that extent, but only to that extent, be inapplicable to international transportation.

- Warsaw Convention – With respect to all international carriage or transportation governed by the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed at Warsaw, October 12, 1929 or, where applicable, that Convention as amended by the Protocol signed at the Hague on September 28, 1955 (in either case, "the Warsaw Convention"), Cape Air agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international carriage or transportation hereunder as defined in the Convention:
  - Cape Air shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of other Warsaw Convention.
  - Cape Air shall not avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed 113,100 Special Drawing Rights (SDR's).
  - Except as otherwise provided in the preceding paragraphs, Cape Air reserves all defenses available under the Warsaw Convention to such claims. With respect to third parties, Cape Air reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
  - Cape Air agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the domicile or permanent residence of the Passenger. NOTE: This section regarding the Warsaw Convention shall expire as provided in the U.S. Department of Transportation Order 97-1-2 and be replaced in accordance with any final action or order of the Department entered in Docket OST-96-1607.
- Montreal Convention – With respect to all international carriage or transportation not governed by the Warsaw Convention or governed by the Convention for Unification of Certain Rules for International Carriage by Air, done at Montreal, May 28, 1999 ("Montreal Convention"), the rules and limits of liability provided in the Montreal Convention shall apply, and as to any claim whatsoever Cape Air waives no such limits of liability and reserves all defenses available under the Montreal Convention to such claims. With respect to third parties, Cape Air reserves all right of recourse against any other person, including without limitation, the rights of contribution and indemnity.
- For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and

shall supersede and prevail over any provisions of this contract which may be inconsistent with those rules.

- Other Persons – Nothing herein shall be deemed to affect the rights and liability of Cape Air with regard to any claims brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

### ***Limitation of Liability***

Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, or except as specifically otherwise provided herein, the following limitations of liability apply:

- Cape Air is not be liable for any death, injury, delay, loss or other damage whatsoever ("damage") to passengers or unchecked baggage arising out of or in connection with carriage or other services performed by Cape Air, unless such damage is proven to have been caused by the sole negligence or willful misconduct of Cape Air and there has been no contributory negligence on the part of the customer.
- Cape Air will not be liable for any consequential, compensatory, indirect, incidental, special or punitive damages arising out of or in connection with the performance of its obligations under this Contract, whether or not Cape Air had knowledge that such damages might be incurred.
- There are no third party beneficiaries to this Contract.
- Cape Air will not be liable for any damage arising out of compliance with any laws, government regulations, orders, rules, requirements, and security directives, nor as a result of a customer's failure to comply with such items, or as a result of a customer's reliance on advice provided by Cape Air regarding such items.
- Services provided for international carriage are subject to the provisions and liability limits of the Warsaw or Montreal Conventions. Application of these Conventions may limit the liability of Cape Air and independent carriers in respect of death, injury or delay of passengers and for destruction, loss, damage or delay of baggage.
- Any action brought pursuant to the Warsaw or Montreal Conventions is barred unless commenced within 2 (two) years of the alleged occurrence.
- Any limitations or exclusions of liability of Cape Air will apply to and be for the benefit for Cape Air's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by Cape Air and its agents, employees or representatives within the scope of their employment.
- Cape Air is not liable for the death or injury of a customer not occurring on its own operated flights. A carrier issuing a ticket for carriage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

### **Smoking**

Smoking is prohibited on all Cape Air flights. The use of electronic, simulated smoking materials (cigarettes, pipes, cigars) is also prohibited.

### **Remedies for Violation of Contract**

When a ticket is purchased and used in violation of this Contract of Carriage or any fare rule as filed with ATPCO, Cape Air has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:

- Invalidate the ticket;
- Cancel any remaining portion of the itinerary;
- Confiscate any unused flight coupons;
- Refuse to board the customer and to carry customer's baggage;
- Assess and collect from the customer the actual value of the ticket. This value is the difference between the lowest fare applicable to the customer's itinerary and the actual fare paid;
- For both Cape Air and its partner's loyalty programs, revoke benefits or accrued mileage in Frequent Flyer accounts; and,
- Take legal action with respect to the customer.

### **Right of Cape Air to Change the Terms of the Contract**

Cape Air reserves the right to change the terms of this contract, flight schedules, and fares without notice; provided that no such change will apply to tickets issued prior to the effective date of such change.