CONTRACT OF CARRIAGE
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THE SPIRIT OF ALASKA

CONTRACT OF CARRIAGE

Domestic transportation by Peninsula Airways, Inc d/b/a *PenAir* (hereafter "Carrier") is subject to the following terms and conditions contained in this Contract of Carriage and, where applicable, also subject to treaties, government regulations, and tariffs on file with the Department of Transportation. By making a reservation or accepting transportation on Carrier, the passenger agrees to be bound by all of the following terms and conditions. This Contract applies to and governs only with respect to Carrier's routes.

1.1 DEFINITIONS

Carriage refers to the transportation of passengers and/or baggage by air, together with any related services of Carrier in connection with such transportation.

Carrier means Peninsula Airways, Inc. d/b/a Peninsula Airways, and/or d/b/a *PenAir*.

Convention means, whichever of the following applies:

1. Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929 ("Warsaw Convention").
2. Warsaw Convention, as Amended at The Hague, 1955 ("Hague Protocol").
3. Warsaw Convention, as Amended at The Hague, 1955 and by Protocol No. 4 of Montreal, 1975 ("Montreal Protocol No.4").
4. Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal 1999 ("Montreal Convention").

Passenger is any person, except members of the flight crew, who enters into a contract of transportation or other agreement by which the person is to be transported in an aircraft with the consent of Carrier and who has acted upon that contract or other agreement by checking in for transportation and receiving a boarding pass or other means of identification for that transportation, whose subsequent movements are made in direct response to the places, times, and means of transportation that are directly involved with, made as a consequence of, and thus governed by, the air operations conducted by the Carrier. A person shall cease to be a passenger when that person's movements are no longer governed by the air operations conducted by the Carrier pursuant to the contract of transportation or other agreement with the Carrier. A person who is identified, at any time and in any way, as a knowing participant in the commission of a War Risk Occurrence shall not be considered to be a passenger for the purposes of this Contract.

Disabled Individual is a person who:

1. Has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities,
2. Has a record of such an impairment, or
3. Is regarded as having such an impairment, as further defined in Department of Transportation regulations in 14 CFR Part 382.5.

Qualified Disabled Individual means a disabled individual who:

1. With respect to accompanying or meeting a traveler, use of ground transportation, using terminal facilities, or obtaining information about schedules, fares or policies, takes those actions necessary to avail himself or herself of facilities or services offered by Carrier to the general public, with reasonable accommodations, as needed, provided by Carrier; With respect to obtaining a reservation for air transportation on Carrier, offers or makes a good faith attempt to offer to purchase or otherwise to validly obtain a reservation;
2. With respect to obtaining air transportation on other services or accommodations required by Department of Transportation regulations in 14 CFR Part 382:

a. Purchases or possesses a valid reservation for air transportation on Carrier and presents himself or herself at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained;
b. Meets reasonable, nondiscriminatory Contract of Carriage requirements applicable to all passengers; and
c. Whose carriage will not violate the requirements of the Federal Aviation Regulations or, in the reasonable expectation of Carrier personnel, jeopardize the safe completion of the flight or the health or safety of other persons.

Tariffs mean the international passenger rules tariffs publicly filed with the Department of Transportation.

2.1 OUR CUSTOMER COMMITMENT

PenAir has voluntarily established a program setting standards for service levels in the areas of fares, flight information, baggage, ticket purchase and refund, customers with special needs, onboard delays, and over sales. These commitments are incorporated into the applicable sections within this document.

PenAir Has Committed To:

- Offer the lowest fare for which the customer is eligible.
- Provide customers with accurate, timely information on flight delays, cancellations or diversions.
- Provide on-time baggage delivery.
- Allowing reservations to be held without payment or canceled without penalty for a period of 24 hours.
- Providing prompt ticket refunds.
- Properly accommodating passengers with disabilities and other special needs.
- Meeting the needs of our Customers during long onboard delays.
- Clearly disclose policies for customers with special needs.
- Improve handling and meeting customer needs during long onboard delays.
- Providing basic information and policies about "oversold" flights, travel itineraries, cancelation policies frequent flyer rules and aircraft configurations.
- Require the same quality of service to our customers by our codeshare partners.
- Respond promptly to complaints or requests for information.
- Identify services provided by *PenAir* to minimize inconvenience resulting from cancelations and misconnections.

A complete copy of our Customer Service Plan can be found at (www.*PenAir*.com).

3.1 RESERVATIONS

A. All reservations on Carrier are confirmed and delivered electronically.
B. No person shall be entitled to transportation without a valid, confirmed reservation. No reservation shall be considered confirmed until payment in full has been received.
C. Carrier may offer non-refundable and/or refundable reservations for any given flight.
D. All reservations are non-transferable and non-assignable. Reservations may only be used by the passenger named on the reservation at the time the reservation is made.
E. Carrier reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable law or Carrier's rules and regulations.

3.1.1 CHANGES AND CANCELLATIONS

1. Reservations may be changed up to the scheduled departure time for a $100, change fee plus any applicable fare change.
2. For travel to the same destination, passengers may change their reservation to standby travel on any flight departing the same day as their original departure without a change fee but will be responsible for paying any fares differences due to traveling in a different class of service.

3.1.2 FOR DOMESTIC TRAVEL

1. Passengers traveling without checked baggage must obtain boarding pass forty (40) minutes prior to scheduled departure;
2. Passengers traveling with checked baggage must obtain a boarding pass forty (40) minutes prior to scheduled departure; and
3. iii. All passengers must be present in the boarding gate area forty (40) minutes prior to scheduled or posted aircraft departure time.

4.1 FARES

A. Transportation on Carrier is subject to the fares, taxes, and charges in effect on the date on which the confirmed reservation was made. If the reservation has been confirmed before an increase in the fare becomes effective, the reservation shall be honored for transportation as purchased.

B. Fares apply only between the points named and via the routing as shown in Carrier's current schedule and are not applicable to or from intermediate points.

C. Carrier may offer either non-refundable and/or refundable tickets for any given flight.

D. *Stop-overs* are permitted on published fares (A "stop-over" is an intentional interruption by the passenger of his or her journey, scheduled to exceed four hours).

E. Carrier may from time to time offer special fares for, senior citizens, military or government personnel or any other category of passenger. Information regarding such special fares will be available on the Company's website www.*PenAir*.com as appropriate.

F. Carrier reserves the right to collect additional taxes, fees, and charges imposed by governmental entity after the reservation has been made and paid for, but before transportation commences.

5.1 TICKETS

No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon. Flight coupons will be honored only in the order in which they are issued and only if all unused flight coupons and passenger coupons are presented together. A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid. The purchaser of the ticket is considered to be the owner of the ticket. If the purchaser cannot be determined, the traveler whose name is on the ticket is assumed to be the purchaser. Tickets are not transferable but *PenAir* is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.

5.1.1 TICKET VALIDITY

1. If a refundable ticket is not used for the flights and dates purchased, the value of the ticket, less any applicable fees, can be applied towards the purchase of another ticket, within one year from the date of issue as indicated on the ticket.
2. All travel must be completed within one year from original date of ticket issuance.
3. All tickets will expire within one year of original date of ticket issuance.
4. Unless otherwise specifically provided by the governing fare tariff, wholly unused nonrefundable tickets are valid and may be changed for one year from the date of issue, provided the customer has notified *PenAir* on or before the scheduled departure date if they do not plan to fly as ticketed due to a voluntary change, subject to any applicable fees.

5. Partially used nonrefundable tickets are valid for one year from the date of issue, provided any voluntary changes are made and the ticket reissued on or before the scheduled date of departure, subject to any applicable fees.
6. All travel must be completed within one year from original date of ticket issuance for both partially and wholly unused nonrefundable tickets.
7. Except as stated above, all nonrefundable tickets have no further value once the scheduled date of departure for any ticketed segment has passed and the customer has failed to travel on such ticketed segment, other than due to an over sale, a cancellation, or delay of the ticketed flight by the carrier. All un-flown segments of such tickets are invalid and may not be applied toward the purchase of another ticket.

5.1.2 ALTERED, MUTILATED AND INVALID TICKETS

1. A ticket which has not been validated or which has been altered is not valid.
2. Flight coupons presented out of sequence may not be honored.
3. Flight coupons presented without the corresponding customer receipt may not be honored.
4. Tickets are valid for travel only when used in accordance with all terms and conditions of sale.
5. *PenAir* specifically prohibits the practices commonly known as:
   a. **Back-to-Back Ticketing** - the combination of two or more round-trip excursion fares for the purpose of circumventing minimum stay requirements.
   b. **Throw Away Ticketing** - the use of round-trip excursion fares for one-way travel.
   c. **Hidden City/Point Beyond Ticketing** - the purchase of a fare from a point before the customer's actual origin or to a point beyond the customer's actual destination.
6. Where a ticket is invalidated as a result of the customer's non-compliance with any term or condition of sale, *PenAir* has the right in its sole discretion to:
   a. Cancel any remaining portion of the customer's itinerary;
   b. Confiscate unused flight coupons;
   c. Refuse to board the customer or check the customer's baggage; and
   d. Assess the customer for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the customer's actual itinerary.

6.1 REFUNDS

6.1.1 REFUNDABLE TICKETS

The fare paid for unused tickets by passengers who purchase fully refundable, unrestricted tickets may, for any reason and upon surrender of the unused ticket or unused portion thereof, or with the ticketless travel confirmation number and proof of purchase sufficient to Carrier, either be refunded or applied toward the purchase of **future travel, provided that such refund or credit is requested** within one (1) year from the date of ticket issuance. Carrier will make eligible refunds according to the original form of payment when possible. Refund or credit requests will not be honored after one year from the original issue date of the ticket.

6.1.2 NONREFUNDABLE TICKETS

Passengers who purchase restricted, nonrefundable tickets are not eligible for refunds. Unless otherwise specifically stated on the ticket, in the travel agreement with Carrier, or by an employee or agent of Carrier when reservations are booked, confirmed, or ticketed, the fare paid for unused nonrefundable tickets, upon surrender of the unused ticket or portion thereof, or with the electronic travel confirmation number and proof of purchase sufficient to Carrier, may be applied toward the purchase of future travel, without penalty, provided that travel is completed within (1) year after the original issue date of the ticket. The fare for the new ticket(s), however, may be greater and/or the new ticket(s) may be subject to different terms, conditions, or restrictions than the original ticket.

6.1.3 DELAYS OR INVOLUNTARY CANCELLATIONS

If a passenger's scheduled transportation is cancelled, terminated, or delayed before the passenger has reached his or her final destination as a result of a flight cancellation, missed connection, flight delay, or omission of a scheduled stop, Carrier will, at the passenger's option, either transport the passenger at no additional charge on another of Carrier's flights or, if applicable, another of a codeshare airline's flights on which space is available, or, upon surrender of the passenger's unused ticket or portion thereof, refund the fare for the unused transportation, or provide a credit for such amount toward purchase of future travel.

6.1.4 DENIED BOARDING

If Carrier denies boarding or removes a passenger from an aircraft under conditions described in this contract, Carrier will, upon surrender of the passenger's unused ticket or portion thereof, refund the fare paid for the unused ticket or portion thereof.

7.1 REFUSAL TO TRANSPORT

The following passengers will be refused transportation on Carrier:

1. Passengers whose transportation on Carrier must be denied in order to comply with any government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense.
2. Passengers whose transportation on Carrier is reasonably deemed by Carrier to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation weather conditions, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported.
3. Passengers who refuse to permit a search of his or her person or property for explosives or for concealed, deadly or dangerous weapons, or other prohibited articles, or who refuse on request to produce positive identification.
4. Passengers requiring medical oxygen for use on board the aircraft, incubators or hookups for a respirator to the aircraft electrical power supply, or persons who must travel on a stretcher.
5. A Qualified Disabled Individual pursuant to 14 CFR Part 382 whose carriage may impair the safety of the flight or violate Federal Aviation Regulations. Carrier may require that a qualified disabled individual be accompanied by an attendant as a condition of being provided air transportation under the following circumstances:
   a. A person who, because of a mental disability, is unable to comprehend or respond accordingly to safety instructions from Carrier personnel, including the safety briefing required by 14 CFR Parts 121.571 (a) (3) and (a) (4).
   b. A person with mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft.
   c. A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Carrier personnel adequate to permit transmission of the safety briefing required by 14 CFR Parts 121.571 (a) (3) and (a) (4).
6. If the carrier determines that a person meeting the criteria of paragraph 5 (a), (b) or (c) of this section must travel with an attendant, contrary to the individual's self-assessment that he or she is capable of traveling independently, Carrier will not charge for the transportation of the attendant while accompanying a qualified disabled passenger requiring an attendant at the carrier discretion.
   a. If, because there is not a seat available on a flight for an attendant whom Carrier has determined to be necessary, a disabled person with a confirmed reservation is unable to travel on the flight, the disabled person will be eligible for denied boarding compensation under section 14.1.4 of this Contract.
   b. For purposes of determining whether a seat is available for an attendant, the attendant shall be deemed to have checked in at the same time as the disabled person.

7. Comfort and Safety: In the following categories where refusal or removal may be necessary for the comfort or safety of the passengers:
   a. Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating or violent;
   b. Persons who are barefoot and over five years old;
   c. Persons who are unable to sit in the seat in the full upright position with the seat belt fastened;
   d. Carrier at its sole discretion may require passengers unable to occupy a single seat to purchase a second seat;
   e. Persons who appear to be intoxicated or under the influence of drugs;
   f. Persons who are known to have a contagious disease;
   g. Persons who refuse to comply with instructions given by Station Management, Supervisory personnel, or Uniformed Flight Crew Members prohibiting the solicitation of items for sale or purchase, including airline tickets, passes, or travel award certificates;
   h. Persons who have an offensive odor, except where such condition is the result of a qualified disability;
   i. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in FAR 108.11;
   j. Manacled persons in the custody of law enforcement personnel; persons brought to the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier personnel objection to the flight;
   k. Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition is unacceptable for passage;
   l. Pregnant passengers expecting to deliver within seven days, unless such passenger provides a doctors certificate dated no more than 72 hours prior to departure stating that the Doctor has examined and found the passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight;
   m. Passengers who are unwilling or unable to abide by Carrier no-smoking rules;
   n. Carrier will not refuse to provide transportation to a Qualified Disabled Individual solely because the person's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience crewmembers or other passengers;
   o. Carrier will not provide certain extensive in-flight special services including, but not limited to, assistance in actual eating, assistance within the restroom, or assistance at the passenger's seat with elimination functions, or provision of medical services;
   p. The tickets of any passenger refused passage or removed en route under the provisions of this section will be refunded. Such a refund shall be the sole recourse of any passenger refused passage or removed en route. UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

8.1 UNACCOMPANIED MINORS

A. Carrier will not allow any child under the age of 5 years to travel on any flight unless accompanied by a passenger 18 years of age or older.

B. Unaccompanied children ages 5 through 12 will be accepted by Carrier provided the child has a confirmed reservation, and the flight on which he/she travels does not require a change of aircraft or flight number. The child will not be accepted if the flight on which the child holds a reservation is anticipated to terminate short of, or bypass, the child's destination. The parent or responsible adult who brings an unaccompanied child to the airport of departure will be required to remain with the child until flight departure. The parent or responsible adult must furnish Carrier in writing (a duplicate of which must be in the child's possession) evidence that the child will be met by another parent or responsible adult upon deplaning at his/her destination. The person meeting the child at his/her destination will be required to present positive identification and sign a release on a form designated by Carrier.

C. Passengers 18 years of age and over are considered adults for purposes of this Section.

8.1.1 INFANTS AND SMALL CHILDREN: CHILD RESTRAINT SYSTEMS

A. Carrier encourages all adults traveling with children under the age of 2 to secure the child in an approved car seat in the child's own, purchased seat. A paying adult passenger may carry, free of charge, on his or her lap, one child over 3 days and under 2 years of age. Carrier reserves the right to request proof of age (e.g. passport, birth certificate or immunization record) before accepting infant for travel as a lap child. Infants between 3 and 14 days old must have written approval from their attending physician to travel. Carrier does not reserve a seat for such children unless a separate reservation is purchased at the regular applicable fare;

B. If space is available after boarding or if a separate reservation has been made for the child over 3 days and under 2 years of age, the child may travel in a separate seat, provided that the child must be securely placed in an FAA-approved child restraint system (car seat) that conforms to the following guidelines:

1. Child booster seats, loop belts (belly belts), inflatable devices, or vest-and-harness-type devices cannot be used onboard aircraft unless they have been approved by the FAA through a Type Certificate (TC), Supplemental Type Certificate (STC), Technical Standard Order (TSO), or under FAR 21.305(d).
2. The child restraint system must bear a label or markings showing FAA approval through an STC.

9.1 CARRIAGE OF PASSENGERS WITH DISABILITIES

A. Carrier will transport qualified individuals with a disability in accordance with the requirements of the U.S. Department of Transportation regulations, 14 CFR § 382, unless the Carriage of such individuals may impair the safety of the flight or violate Federal Aviation Regulations. Pursuant to 14 CFR § 382.113, the Carrier will not provide certain extensive inflight special services such as assistance in eating, assistance with elimination functions in the lavatory or at the passenger's seat, or provision of medical services. Carrier may require, at its sole discretion, pursuant to 14 CFR § 382.29, that a qualified individual with a disability be accompanied by a safety assistant as a condition of being provided air transportation in the following circumstances:

1. When the passenger is unable to comprehend or respond appropriately to safety instructions from Carrier, including the safety briefing required by 14 CFR §§ 121.571(a)(3) and (a)(4) because of a mental disability;
2. When the passenger has a mobility impairment so severe that the passenger is unable to assist in his or her own emergency evacuation of the aircraft; or
3. When the passenger has both severe hearing and severe vision impairments that prevent the passenger from establishing a means of communication with Carrier in order to permit transmission of the safety briefing required by 14 CFR §§ 121.571 (a)(3) and (a)(4).

B. If Carrier determines, in its sole discretion, that an individual meeting the criteria above must travel with a safety assistant and the individual disagrees and believes he is capable of traveling independently, Carrier will not charge the individual for Carriage of a safety assistant of the Carrier's choosing. If a seat is not available for the safety assistant and the individual with a disability is unable to travel on the flight, the individual will be eligible for denied boarding compensation. For purposes of determining whether a seat is available, the safety assistant shall be deemed to have checked in at the same time as the individual with the disability.

C. **Assistive Devices** - Mobility and other assistive devices used by a Qualified Individual with a disability may be carried in the aircraft cabin in addition to the carryon baggage allowance. If necessary due to the passenger's disability, Carrier will provide assistance in loading, stowing, and retrieving carryon items, including assistive devices. If the device cannot be carried in the passenger cabin in accordance with FAA regulations, the device will be checked and carried free of charge in addition to the free baggage allowance. No oversize or excess weight charges will be assessed. Assistive devices not for the personal use of the passenger will be conditionally accepted for an overweight/oversized baggage charge.

D. **Limitation of Liability** - Carrier's liability with respect to damage to or loss of mobility and other assistive devices shall not exceed the documented original purchase price of the assistive device pursuant to 14 CFR § 382.131. Carrier will also compensate the passenger for other reasonable expenses incurred as a direct result of the loss of, damage to, or delayed delivery of the mobility or assistive device.

10.1 SERVICE ANIMALS

A. *PenAir* will permit dogs and other service animals to accompany a person with a disability in the cabin. A service animal is defined as a guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. *PenAir* may request identification or other evidence that an animal is a service or emotional support animal.

B. Identification of emotional support animals must be provided by a mental health professional. The service animal may accompany the customer in the same seat as the customer, unless the animal obstructs an aisle or another customer's emergency exit pathway. There is no charge for the transportation of a service animal accompanying a customer with a disability. *PenAir* will also transport, at no charge, dogs trained in explosive detection or search and rescue when accompanied by a law enforcement official or rescue team member. The dog may accompany the handler in the cabin but is not permitted to occupy a seat.

11.1 PET ANIMALS

A. *PenAir* does accept animals for shipment in the cargo hold on Saab aircraft. Maximum kennel size accepted for all PenAir flights 40L X 27W X 30H.

B. *PenAir* will accept for an extra charge, small dogs, small domestic cats, small household birds and household tropical fish for transportation in the customer cabin under the following conditions:

1. Reservations are made at least 24 hours before departure.
2. The animal is harmless, inoffensive, and odorless and requires no attention during transit.
3. The container must be approved by *PenAir* and able to fit underneath the seat in front of the customer traveling with the animal. (Maximum container size-16" length x 16" width x 9" height.)
4. One pet per customer and container is permitted, and the pet cannot be removed from the container during transit. In the event the animal becomes offensive or causes a disturbance during transit, the owner will be asked to deplane with the pet at the first en route stop.

C. *PenAir* assumes no responsibility for the impaired health or death of the animal.

12.1 ACCEPTANCE OF BAGGAGE - GENERAL

PenAir will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the customer for the purpose of the trip. All baggage, checked or carry-on, is subject to inspection including but not limited to electronic search and hand search.

A. *PenAir* will check baggage which is tendered by a customer and which is acceptable upon presentation by a customer of a valid ticket subject to the following conditions:
   1. Baggage must be checked at the airport in advance of flight departure.
   2. The customer's name must appear on the baggage.

B. Baggage will only be checked to:
   1. The customer's next airport of *stop-over* or, if there is no *stop-over*, to the final destination designated on the ticket, or
   2. An airport at which the customer is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the customer is scheduled to arrive.

C. *PenAir* will not accept or transport any baggage if the customer refuses to submit for inspection. *PenAir* may refuse to transport baggage on any flight other than the one carrying the customer.

13.1 CHECKED BAGGAGE

A. Checked baggage cannot exceed a weight of 50 pounds and dimensions of 62 inches in overall length, width, and height. Checked baggage exceeding the maximum quantity, weight, or size will be subject to additional fees/charges.

B. An extra charge applies for additional, overweight, and/or oversized pieces. In no-event will *PenAir* accept baggage that weighs more than 100 pounds and/or baggage with combined dimensions exceeding 115 inches. Special items such as pets, surfboards, bicycles, scuba equipment, etc. are not included in the customer's free baggage allowance and are subject to an extra charge.

C. Carry-on baggage is limited to one piece per customer, plus a personal item. Small personal items must be smaller than carry-on items, and consist of articles such as purses, briefcases, laptops, camera with case, small daypacks, infant bags, etc. Carry-on baggage allowance may be restricted due to lack of space.

13.1.1 FREE CARRY-ON BAGGAGE

- When Baggage is carried on-board the aircraft, it MUST be of a size and shape to allow for storage in the aircraft overhead compartments, or underneath the seat in front of the passenger. Overhead compartments have limited space to store a coat, small backpack, purse, infant diaper bag, or reading material.
- Underneath space is limited to a small carry-on item NOT TO EXCEED 16"L x 16"W x 9"H. Baggage not meeting these specifications must be transported as checked baggage.
- All items not needed in-flight should be checked.
- Passengers should carry-on medicine, keys, important papers, and travel documents (passport).
- All items brought onboard count toward the carry-on and personal item piece limit except the following:
- Coats, hats, umbrellas
- Reasonable amount of reading material
- Infant/child safety seats, strollers (based on space availability; space guaranteed only with the purchase of a ticket for the infant)
- Mobility/Medical assistive devices such as wheelchairs, canes, crutches, continuous positive airway pressure (CPAP) machines, portable oxygen generator/concentrator (POC) etc.
- Service Animals, including properly documented emotional support animals
- Food for immediate consumption

- A pillow for personal use

13.1.2 CHECKED BAGGAGE CHARGES

Baggage exceeding the free carry-on baggage allowance shall be checked and will be accepted for transportation (subject to aircraft load conditions) only upon payment of the following charges. Charges are assessed to the destination or first stopover of 12 hours or more. Checked baggage charges must be paid again by passengers who continue their journey and check bags after a stopover of 12 hours or more. If a piece of checked baggage falls into more than one charge category (e.g. checked baggage, overweight and/or oversize), only the greater of the charges shall apply. Due to limited aircraft size, limited cargo hold capacity and restricted gross take-off weights on *PenAir* flights, oversized and/or overweight baggage presented or transferred at departure time without a prearranged reservation for space may travel on a space-available basis.

When *PenAir* checked baggage rules apply, the following shall apply

Checked Baggage Charges	
1st	**$25 USD**
2nd	**$25 USD**
3rd	**$25 USD**
4th plus	**$50 USD**

Exception: Passengers whose entire ticket and itinerary are wholly within the state of Alaska.

Exception 1 Baggage Piece	
1st	**Free**
2nd	**$25 USD**
3rd plus	**$50 USD**

Exception 2 Charges for active duty U.S. military (with active duty U.S. military ID)

1st	Free
2nd	Free
3rd	Free
4th plus	$50 USD

13.1.3 Overweight Charge

Checked baggage including baggage accepted free of charge may not exceed 50 pounds without incurring an overweight charge. For each piece over the maximum weight allowed the charge shall be as follows. If the piece:

Weighs	Charges per Piece
51-100	$50 USD

13.1.4 OVERSIZE CHARGE

Checked baggage may not exceed 62 linear inches without incurring an oversize charge. For each piece over the maximum sized allowed the charge shall be as follows:

Maximum Outside Linear Dimensions are:

63-115 in.	$75 USD

13.1.5 FRAGILE AND PERISHABLE ITEMS

A. *PenAir* will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling that is of a size, weight, or character which renders it unsuitable for transportation on the particular aircraft to be used, or that cannot be accommodated without harming or annoying customers.

B. Fragile and perishable items (see examples below) may be accepted if appropriately packaged in an original factory-sealed carton, mailing tube, container or case designed for shipping such items or packed with airline-approved, protective material. However, fragile items without appropriate packaging may, at the sole discretion of *PenAir* be accepted upon the execution of a release form furnished by *PenAir* releasing *PenAir* from liability for damage to, loss or spoilage of contents, or delay in delivery resulting in damage to, loss or spoilage of such items.

C. Examples of fragile and perishable items: glass, plastic, artistic items, pottery, wood, electronic mechanical devices, including computers with or without carrying case, flimsy garment bags, liquids, musical instruments, papers, food, plants, flowers, photographic equipment, toys and unsuitably protected recreational and sporting goods.

13.1.6 CONDITIONS FOR ACCEPTANCE OF SPECIAL ITEMS

A. The following are special items that will be accepted as checked or carry-on baggage, subject to specified conditions and payment of charges when applicable:

1. **Firearms:** In accordance with Federal law, a customer who presents baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a suitable locked, hard-sided container before such baggage will be checked. Ammunition must be securely packed in durable fiber, wood or metal boxes or in the manufacturer's original package. Additional restrictions may apply for international travel.
2. **Child Restraint Systems:** A child restraint system will be accepted for transportation in the customer cabin only if the restraint system can be stowed beneath the seat or in an approved overhead compartment; or when an additional seat is reserved for the infant, a ticket is purchased, and the restraint system can be properly secured by the seat belt. The infant may not be secured in the restraint system during ground movement, takeoff, landing, or any other time when the "Fasten Seat Belt" sign is on, unless such restraint system is government approved.
3. **Seat Baggage:** When determined acceptable by *PenAir* an item of baggage may occupy a seat (selected by *PenAir*), providing the customer accompanies the property, the item meets specified dimensions, can be properly secured by the seat belt, reservations are made, and the applicable fare is paid.
4. **Wheelchairs and Wheelchair Batteries**: Carrier will accept wheelchairs, whether manually operated or battery operated, as checked baggage on the same flight as the passenger who uses the device.
   a. Carrier will accept additional wheelchair batteries, crutches, braces, or other prosthetic devices on the same flight.
   b. Carrier will accept battery-powered wheelchairs with the battery attached if the battery is labeled by the manufacturer as non-spill able.
   c. Batteries lacking non-spill able manufacturer labeling and spill able batteries that cannot remain in an upright position must be placed in special shipping boxes. Due to the advance notice requirement that may apply to obtaining these boxes, passengers should advise Carrier at least 48 hours before departure of the need for an appropriate battery box. Excess baggage charges and limits on liability for loss or damage to any items described in this paragraph do not apply.

5. **Medical Equipment and Supplies:** Carrier will accept personal respirators / ventilators containing non-spill able batteries that meet the requirements of 49 CFR 173.159(d) and other applicable safety regulations. Respirator and ventilator batteries must be plainly and durably marked "non-spill able."

14.1 RESTRICTED ARTICLES

A. The following articles are classified as hazardous and must not be carried in baggage: compressed gases, corrosives (such as acids and wet batteries), explosives (such as fireworks and munitions), flammables (such as matches and lighter fuels), poisons, magnetic and radioactive materials and all other items restricted by government regulations.

B. Certain articles are considered dangerous and are not permitted beyond the security screening checkpoint. These items include, but are not limited to, weapons, cutting instruments of any kind, ice picks, and straight razors, metal scissors with pointed tips, metal nail files, corkscrews, baseball bats, golf clubs, pool cues, ski poles, and hockey sticks. *PenAir* assumes no liability for items lost, damaged, or confiscated as a result of security screening.

15.1 BAGGAGE CLAIM LIMITS AND PROCEDURES

A. Each ticketed passenger traveling on a U.S. domestic trip is covered to a maximum of $1250 for damage or loss to non-excluded items checked on a *PenAir* flight or to a maximum of $3300 if connecting to another carrier on the same ticket.

B. For most international travel (including domestic portions of international journeys), liability for loss, delay, or damage to baggage is limited to $9.07 per pound ($20 per kilo) for checked baggage and $400 per customer for unchecked baggage in the custody / control of the carrier. For international travel, the weight of each piece of checked baggage will establish the carrier liability limit; maximum liability, unless excess weight is noted and additional charges paid, is limited to carrier free weight allowance.

C. Unless protection is purchased (excess valuation), *PenAir* assumes no liability for valuable / commercial items, including but not limited to: money, negotiable papers, securities, irreplaceable business documents, books, manuscripts, publications, photographic or electronic equipment, musical instruments, jewelry, silverware, precious metals, furs, antiques, artifacts, paintings, and other works of art, lifesaving medication and samples.

D. No action shall be maintained for any loss, damage, or delay of checked baggage, unless notice is given in writing to the airlines involved within 45 days (21 days international) from the date of incident and unless the action is commenced within two years from the date of the incident.

E. When *PenAir* has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables, or for damage to or damage caused by fragile items, liquids, or perishables which are unsuitably packed and which are included in a customer's checked baggage, with or without *PenAir* knowledge. *PenAir* may allow a customer to check fragile and/or perishable items that are unsuitably packed upon the execution of a Limited Liability Release Baggage Tag.

F. *PenAir* assumes no liability for damage such as scratches, scuffs, dents, stains, cuts, and damage to wheels and retractable handles which results from normal wear and tear.

G. When transportation is via *PenAir* and one or more airlines with different limitations of liability, the lowest maximum baggage liability limit will apply. When responsibility for loss, damage or delay cannot be determined in interline travel, *PenAir* will not be liable for the other airlines excluded items.

H. **Excess Valuation:** Baggage liability is limited to those amounts set forth in the above terms, unless an additional charge is paid. The excess valuation charges and maximum value allowed can be obtained from any *PenAir* ticket office. The additional protection (excess valuation) is not available for fragile or perishable articles which are not suitably packaged to withstand ordinary handling.

I. **Responsibility:** *PenAir* assumes responsibility only for those claims arising from the transportation of baggage over its own routes. *PenAir* assumes no responsibility for property damage or loss resulting from customer security screening or incurred in customer waiting rooms or concourses or for property not checked into *PenAir* custody. All claims are subject to proof of value and loss.

J. **Initial Notification:** Loss or damage to baggage must be reported to the local *PenAir* Baggage Service Office within four hours of arrival. Pilferage must be reported within 24 hours of arrival.

K. **Delivery:** If *PenAir* fails to return checked baggage upon, arrival at the destination, every effort will be made to return the checked baggage within 24 hours of the customer's arrival at the destination airport, except that baggage will not be delivered to a residence after midnight unless specifically requested, but instead will be delivered the following day.

L. Information on *PenAir* policy on delayed baggage return is available from any authorized *PenAir* representative or on the *PenAir* web site www.*PenAir*.com.

16.1 SERVICE INTERRUPTIONS

16.1.1 FAILURE TO OPERATE AS SCHEDULED

A. Whenever Carrier cancels or otherwise fails to operate any scheduled flight due to controllable reasons, Carrier will, at the request of the passenger either (1) transport the passenger on another of Carrier's flights on which space is available at no additional charge, or (2) provide passenger with a full refund. Carrier shall have no other liability or responsibility to any passenger as a result of a failure to operate any flight.

B. Carrier will endeavor to carry passengers and their baggage with reasonable dispatch, but times shown in schedules or elsewhere are not guaranteed and form no part of this Contract of Carriage. Carrier may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit intermediate stops shown on the reservation. All schedules are subject to change without notice. Carrier is not responsible and assumes no liability for failure to make connections on its own flights or the flights of any other airline. UNDER NO CIRCUMSTANCES SHALL CARRIER BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

16.1.2 DELAYED AND CANCELED FLIGHTS

A. *PenAir* Responsibility for Schedules and Operations

PenAir undertakes to use its best efforts to transport the customer and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of the terms of transportation. *PenAir* may substitute alternate carriers or aircraft and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. *PenAir* is not responsible or liable for making connections, or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

B. Notification

In the event of a flight delay, cancellation, or diversion, *PenAir* will provide the most current information available to customers in the airport or onboard an aircraft in a timely manner.

Flight information may also be obtained through the *PenAir* www.*PenAir*.com and the *PenAir* toll free reservations number (800)478-4226.

16.1.3 EXTENDED ONBOARD DELAYS

A. *PenAir* defines a long delay as starting at one hour from the time an aircraft pushes back from the gate. After one hour, real-time, automated systems alert operations managers so that the airline can manage the situation quickly and with accurate information. While away from the gate, *PenAir* flight crews communicate frequently with customers onboard the airplane. *PenAir* flights may be returned to the gate at any point during a delay depending on each flight's specific situation. Inputs into that decision-making are based on situation-specific factors such as customer safety and comfort, airport capabilities, and crew status.

B. In cases of tarmac delays of one hour or more, *PenAir* will institute the following procedures:

1. *PenAir* will not permit one of its aircraft to remain on the tarmac with passengers onboard for more than one hour unless the pilot-in-command determines there is a safety related or security-related impediment to deplaning passengers (e.g. weather, air traffic control, a directive from an appropriate government agency), or Air Traffic Control advises the pilot-in-command returning to the gate or permitting passengers to disembark somewhere else would significantly disrupt airport operations.
2. In the instance where passengers are required to remain onboard an aircraft on the tarmac in excess of one hour, *PenAir* will distribute food (pretzels, granola bars or similar) and potable water no later than one hour after the aircraft has left the gate or touches down if the aircraft remains on the tarmac, unless the pilot-in-command determines that safety or security requirements preclude such service.
3. In the instance where an aircraft is required to hold on the tarmac, *PenAir* will ensure there are operable lavatory facilities accessible to its passengers.
4. In the instance where medical assistance is needed, *PenAir* will utilize passengers or employees with medical expertise (licensed doctor, nurse or crewmembers) and in the instance this is not available, contact the airport emergency medical response team and permit boarding of the aircraft or deplaning of the passenger requiring attention.
5. *PenAir* will dedicate its flight crew to the performance of these duties and will request additional support from ground crew or airport facilities should its personnel require assistance.
6. *PenAir* will provide portable air-conditioning units at airports where they are available to insure comfortable cabin temperatures when experiencing tarmac delays. If portable air-conditioning units are unavailable the number two engine will be operated in order to provide a comfortable cabin environment.
7. For all flights, *PenAir* will provide passengers on the delayed flight notification beginning 30 minutes while the aircraft is delayed, including the reasons for the Tarmac delay if known.
8. Upon approval of *PenAir's* Tarmac Delay Contingency Plan *PenAir* will provide the plan to all terminal facility operators where we serve.

16.1.4 DENIED BOARDING

A. Upon request, *PenAir* will advise a customer if his/her flight is overbooked. When *PenAir* determines that there are not enough available seats on a flight to accommodate all customers holding confirmed reservations and tickets, *PenAir* will take the actions specified below regarding voluntary and/or involuntary denied boarding.

1. Voluntary

   Request for Volunteers: *PenAir* will request customers to relinquish their seats voluntarily in exchange for compensation (monetary or travel credit) as determined by *PenAir.* The request for, and selection of, volunteers will be in a manner determined solely by *PenAir.* Because the selection of volunteers is based on a variety of factors, and because there may be more volunteers than needed, some volunteers may not be selected.

2. Involuntary

   Boarding Priorities: If a flight is oversold and there are not enough volunteers, *PenAir* may be required to deny boarding involuntarily, in accordance with the following:

   a. The last customer(s) to present him/herself (themselves) at the boarding gate may be denied boarding in the event of an overbooked flight.
   b. Boarding preference will be given to mileage members MVP and Gold.
   c. Special efforts will be made to never involuntarily deny boarding to customers requiring special assistance or unaccompanied minors.

B. Transportation for Customers Denied Boarding

PenAir will transport customers who have been denied boarding, whether voluntarily or involuntarily, on its next flight on which space is available at no additional cost to the customer. If *PenAir* is unable to provide onward transportation, *PenAir* will attempt to arrange for transportation for the customer on the next available flight of another airline with which *PenAir* has an agreement allowing the acceptance of each other's tickets, at no additional cost to the customer.

C. Compensation for Flights

1. Voluntary: *PenAir* will offer volunteers on flights within Alaska a transferable voucher for one free round-trip coach class ticket on *PenAir.*
2. Involuntary: *PenAir* will offer one of the following types of compensation to customers denied boarding involuntarily on flights within Alaska:
   a. A transferable voucher for one free round-trip coach class ticket on *PenAir* or,
   b. Cash compensation in the amount of 200% of the fare to the passenger's destination or first *stop-over*, with a maximum of $650, if alternate transportation that is planned to arrive at the passenger's destination or first *stop-over* more than one hour but less than two hours after the planned arrival time of the passenger's original flight; and 400% of the fare to the passenger's destination or first stop-over, with a maximum of $1,300, if alternate transportation that is planned to arrive at the airport of the passenger's destination or first stop-over less than two hours after the planned arrival time of the passenger's original flight.
3. Certain restrictions may apply to these tickets, which are disclosed in materials available from *PenAir* agents and on the *PenAir* web site www.*PenAir*.com

D. Waiver of Payment of Compensation

Denied boarding compensation payment may not be made if:

1. The customer has not complied with the applicable time limit for presenting himself or herself at the boarding gate even if the customer has already checked in at another location.
2. The customer is offered accommodations in a class of service on the aircraft other than that specified on his/her ticket (at no extra charge), except that a customer seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.
3. The flight for which the customer holds confirmed reserved space is unable to accommodate that customer because of the substitution of equipment of lesser capacity when required by operational or safety reasons.
4. *PenAir* arranges comparable air transportation, or other transportation used by the customer at no extra cost to the customer, that at the time such arrangement is made, is planned to arrive at the airport of the customer's next *stop-over* or, if none, at the airport of the final destination, not later than one hour after the planned arrival time of the customer's original flight(s).

E. Free Air Transportation as Compensation for Travel

1. Free air transportation is limited to one round trip ticket from any one city served by *PenAir* to any one destination served by *PenAir.*
2. The voucher for free air transportation will be provided only to the customer who was denied boarding, although the customer may elect to transfer the voucher to another person.
3. The voucher for free air transportation must be exchanged for a ticket within one year from the date of issuance of the voucher.
4. Tickets issued in exchange for free air transportation vouchers are valid for one year from the date of ticket issuance.
5. All travel must be completed within one year of the date of ticket issuance.

6. Space is subject to availability at time of booking and travel must be via *PenAir* only and via the most direct routing on which space is available.
7. A stop-over will be permitted only at the customer's outward destination.
8. The ticket has no refund value and may be rerouted and reissued only by *PenAir.*
9. A customer involuntarily denied boarding may decline this transportation benefit and receive the cash payment specified in paragraph C (2b) above, describing involuntary compensation.

F. *PenAir* policies and procedures on voluntary and involuntary denied boarding, including applicable check-in deadlines, are available from authorized *PenAir* agents and on the *PenAir* web site www.*PenAir*.com.

NOTE: ACCEPTANCE OF DENIED BOARDING COMPENSATION CONSTITUTES FULL COMPENSATION FOR DAMAGES INCURRED BY THE CUSTOMER AS A RESULT OF *PENAIR* FAILURE TO PROVIDE THE CUSTOMER WITH A CONFIRMED SEAT.

17.1 RESERVATIONS ON OTHER CARRIERS

Carrier will only accept reservations made on, or tickets issued by, other carriers, in accordance with federal law when a carrier has ceased operations following bankruptcy.

18.1 RIGHT TO CHANGE CONTRACT

Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract without prior notice. All changes must be in writing and must be available for public inspection at each of the Carrier's ticket offices.

19.1 GROUND TRANSPORTATION

Ground transportation is exclusively the responsibility of passenger in all circumstances.

20.1 GOVERNMENT LAWS AND REGULATIONS

All transportation is sold and all carriage is performed subject to compliance with all applicable government laws and regulations, including those of the Federal Aviation Administration and Department of Transportation, Transportation Security Administration, and all applicable conventions, special contracts, treaties, and tariffs, many of which are not specified herein but are nevertheless binding on Carrier and all passengers.

21.1 IMMIGRATION AND CUSTOMS REGULATIONS

It is the passenger's responsibility to obtain and have possession of all required travel documents. Carrier assumes no responsibility for compliance by passengers with immigration and customs laws and regulations of each country from, through, or to which a flight is operated. Carrier shall not be responsible for any information or assistance given a passenger by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any passenger resulting from his or her failure to obtain such documents and comply with such laws and regulations.