



# CONTOUR

## **Contract of Carriage**

**Effective March 22, 2016**

## Revisions

Date	Revision #	Sections Updated
22 March 2016	1.0	Initial Creation

**Corporate Flight Management, Inc. dba Contour Airlines**  
**Contract of Carriage**

**A. General**

1. Transportation of Passengers and Baggage provided by Corporate Flight Management, Inc. dba Contour Airlines (“Contour”) are subject to the terms and conditions herein (“Contract of Carriage”), in addition to any terms and conditions printed on or in any ticket, eticket, receipt, other document or web site. To the extent there is a conflict between this Contract of Carriage and any terms and conditions printed on or in any ticket, eticket, receipt, other document or web site, this Contract of Carriage governs. By purchasing a ticket or accepting transportation, the passenger agrees to be bound by the terms of this Contract of Carriage as such terms and conditions may be revised, amended, or repealed from time to time prior to the passenger's commencement of travel on Contour, and no covenants at law or in equity shall be implied or incorporated. In addition, the terms and conditions contained herein may be amended or modified from time to time by any certain terms or restrictions, which are applicable to special or reduced fares.
2. This Contract of Carriage is applicable to the transportation of passengers and their baggage on all flight segments operated by Contour. Please note that the terms and conditions are in effect on the date of ticket purchase. Changes made to the Contour Contract of Carriage will not be retroactively applied.
3. Contour, the purchaser and the Passenger hereby agree that they will use electronic signatures and records in the business transaction(s) contemplated herein in accordance with the E-Sign Act of 2000 (Public Law 106-229). Passengers must provide at least one valid e-mail address to Contour. Providing your valid e-mail address is the Passenger’s consent to receive documents electronically and is a demonstration of his or her ability to do so. If the Passenger’s e-mail address changes, he or she must give timely notification to Contour.
4. No employee or agent of Contour has the authority to alter, modify, or waive any provision of the Contract of Carriage unless authorized in writing by a corporate officer of Contour. Contour’s appointed agents and representatives are only authorized to sell Tickets for air transportation pursuant to approved fares of Contour and this Contract of Carriage. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.
5. This Contract of Carriage applies to flights currently sold and marketed as flights LF 1000 to LF 1999 and operated by Contour Airlines using Jetstream 3100/3200 configured with up to 9 passenger seats.

6. This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on Contour's operation, the latter shall prevail.
7. Whether a Ticket for transportation on Contour was sold by Contour or its authorized agents (including other carriers acting on behalf of Contour), this Contract of Carriage is applicable to transportation only on Contour.
8. International Carriage is subject to the Rules relating to liability and to all other provisions of the Warsaw Convention.
9. Except as otherwise provided within specific fare rules, transportation is subject to the Contract of Carriage and charges in effect on the date on which the Ticket is issued. References to pages, rules, items and notes are coterminous and include revisions, supplements and reissues thereof.
10. Where the Ticket has been purchased and issued before the effective date of an increase in the applicable fare, the increase will not be collected, provided there is no change in Origin, Destination, Stopover point(s), flight(s) or dates shown on the original Ticket. These provisions apply whether an increase results from a change in fare level, a change in conditions governing the fare, or a cancellation of the fare itself.
11. Contour will be responsible for the furnishing of transportation only over its own lines. When Contour undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), Contour will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.
12. Unless specifically stated otherwise herein or required by law, including the Warsaw Convention, Contour shall not be 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.
13. Contour's obligations hereunder extend only to the Ticketed Passenger. There are no third party beneficiaries to these Rules.
14. Except where provided otherwise by law, Contour's Conditions of Carriage, rules and tariffs are subject to change without notice, provided that no such change shall apply to Tickets issued prior to the effective date of such change.

15. The invalidity of any provision herein by local law shall not affect the validity of any other provision that shall remain in full force and effect.

16. If Contour makes arrangements for Passengers with any third party to provide any services other than carriage by air, or if Contour issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, Contour acts only as Passengers' agent in doing so. The terms and conditions of the third party service provider will apply.

17. This Contract of Carriage shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law, provision, or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

## B. Definitions

As used in this Contract of Carriage, the following terms, whether or not capitalized, shall have the meanings ascribed below:

<b>Term</b>	<b>Definition</b>
Adult	A person who has reached his/her eighteenth birthday as of the date of commencement of travel.
Animals	To include domestic pets (dogs and cats) as well as reptiles, birds and fish.
Baggage	Such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger's trip. Unless otherwise specified, it shall include both checked and unchecked baggage and property of the Passenger.
Baggage Tag	A document issued by the carrier solely for identification of checked baggage, the portion of which is attached by the carrier to a particular article of checked baggage.
Cabin Baggage	Carry-On-Baggage that due to its size and nature requires the purchase of a seat on board the aircraft to transport the piece of baggage.
Carriage	Transportation of Passengers and their baggage by air or ground, either gratuitously or for payment.
Carrier	The carrier (air or ground) issuing the ticket and all carriers that carry or undertake to carry the Passenger and/or his baggage there under.
Carry-on Baggage	Baggage, other than Checked Baggage, carried on board an aircraft by a ticketed Passenger also known as unchecked baggage. Carry on

	baggage must weigh 30 pounds or less. Carry on baggage for passengers traveling through airports with TSA screening will be considered "Gate check baggage" if it can not be transported in the cabin of the aircraft. All carry-on baggage must be compliant with TSA regulations including the 3-1-1 rule.
Checked Baggage	Baggage that a ticketed Passenger has requested be carried by the carrier and for which the carrier has issued a Baggage Claim Tag to the Passenger.
Child	For ticketing purposes, a person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel.
Circle Trip	Travel in which the point of origin is also the ultimate destination but is not a round trip because it involves at least one more stopover at another destination.
Codeshare Flight	A flight that is operated by one airline but jointly marketed by one or more different airlines.
Conjunction Ticket	Two or more tickets concurrently issued to a Passenger and which together constitute a single contract of carriage.
Consequential Damages	Damages which are the result of an act but are not direct or immediate.
Contiguous United States or Continental United States	The District of Columbia and all states of the United States other than Alaska or Hawaii.
Contract of Carriage	The terms and conditions contained in this document, as amended from time to time by Contour.
Days	Full calendar days, including Sunday and legal holidays, provided that for the purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining the duration of a validity period, the balance of the day upon which the ticket is issued or the flight commenced shall not be counted.
Department of Transportation ("DOT")	The United States Department of Transportation
Destination	The ultimate point of the Passenger's journey as shown on the Ticket.
Fare Component	Each local currency fare (except Add-On-Fares) where more than one such fare is used in construction of the total fare for a journey.
Flight Coupon	A portion of the Ticket that indicates travel points between which the coupon is good for carriage.

Frequent Flyer / Frequent Traveler Award Ticket	An award given to a customer that has earned or obtained enough credits by flying the required amount of segments on Contour or its partners to earn a roundtrip or one-way credit to be used for transportation on Contour
Gate Check	A term used for a bag that must be transported in the baggage compartment of an aircraft that has been screened by TSA; A gate check must have a special tag to differentiate it from other bags.
Group	A reservation consisting of (normally) 6 or more passengers, dependent on the type of aircraft and seating capacity.
Half Round Trip Fare	Fifty (50) percent of a specified or constructed round trip normal or special fare. In the absence of a specified or constructed round trip normal fare, the one way normal fare is considered to be a half round trip normal fare. If a specified or constructed one way special fare may be doubled to establish a round trip special fare, the one way special fare is considered to be a half round trip special fare.
Historical Comments	The placement of internal notes or time stamp that cannot be deleted by an agent or employee of the airline.
Immediate Family Member	Spouse, children, step-children, foster children, legally adopted wards, son-/daughter-in-law, grandchildren, parents, step-parents, legal guardians, mother-/father-in-law, grandparents, brother/sister, stepbrother/sister, half-brother/sister, brother-/sister-in-law, aunts/uncles and nieces/nephews.
Infant	A person who has not reached his/her second birthday as of the date of commencement of travel.
Interline Transfer Point	Any point at which the Passenger transfers from the services of one carrier to the services of another carrier.
Interline Transportation	Carriage on the services of more than one carrier where carriers agree to accept each other's tickets and baggage.
Intraline Transportation or Online transportation	Carriage solely over the services of a single air carrier.
Journey	All travel included on a ticket or group of conjunction tickets.
Legal Guardian	One who legally has the responsibility of care and management of an infant/minor.
Maximum Outside Linear Dimensions	The sum of the greatest outside length plus the greatest outside width, plus the greatest outside height.
Medical Certificate	A letter or form from the Passenger's treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician or hospital

	in the country where the illness or treatment arose and which certifies the nature of the Passenger's illness and treatment.
Military Agencies	Departments of the U.S.A. (Army, Navy, Air Force, Marine Corps, Coast Guard); the respective academies of the Army, Navy, Air Force, Coast Guard, and the National Guard. The Reserve Officer Training Corps is not included.
Military Passenger	Military personnel of the Military Agencies who are on active duty status or who have been honorably discharged or retired from active military service.
Minor	A person who has reached his/her second birthday but not his/her 18th birthday as of the date of commencement of travel.
Non-Revenue	A person as defined in 14 CFR 217.1
Normal Fare	The full fare established for regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise herein specified, Normal Fares shall be considered to include the following: all year one-way, round trip, circle trip and open jaw trips, Economy Class, one-class Standard Service, Standard Services, Tourist/Coach Class service, Thrift Class service fares, and on season and off-season fares.
Online Transfer Point	Any point at which the Passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).
Open-Jaw Trip	Travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure are not the same.
Operating Carrier	The administrating (operating) carrier of a codeshare flight.
Origin	The initial starting place of the journey.
Other Charges	Charges such as taxes, fees, etc., not to be shown in the fare construction box of the ticket, excluding excess baggage charges.
Paperless	A non-IATA standard basis for issuing transportation on a paid reservation in lieu of a ticket number; the traveler will receive a "confirmation number" along with no balance due when a Paperless transaction is present.
Passenger	Any person, except members of the crew, carried or holding a confirmed reservation to be carried in an aircraft with the consent of the carrier.
Passenger Coupon	That portion of the ticket constituting the Passenger's written evidence of the Contract of Carriage.
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 impairment, or is regarded as having such impairment. The phrases used in this definition are further defined in United States 14 CFR Part 382.3.
Reroute	A change of routing, carriers, fares, class of service, flight or date from that originally provided on the ticket, but does not apply to open tickets.
Reservation	An electronic record in the Contour Passenger Reservation System that contains the name of the passenger(s), date of birth, gender, address, phone number, flights booked, fare paid, payment method, service requests, and other information.
Round-Trip	Travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin, provided that this definition shall not apply to travel for which the same all year through one way fare is established, between two points, in either direction around the world.
Routing	The cities and/or class of service and/or type of aircraft via which carriage is provided by the carrier(s) between two points.
School Year	A period of twelve (12) consecutive months less whatever interruptions for vacations are normally granted by the educational establishment at which the student is enrolled, provided that where the official scholastic year is less than twelve (12) months, "School Year" shall mean not less than a six-month period less whatever interruptions for vacations are normally granted at the educational establishment at which the student is enrolled.
Sector or Segment	The portion of a journey covered by a single Flight Coupon.
Service Animals	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 and or other items, or which provides assistance with rescue efforts.
Special Fare	A fare other than a normal fare.
Stopover	A deliberate interruption of travel by the Passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion. For Domestic flights, a Stopover will also occur when a Passenger arrives at a point and fails to depart from such point on: The first flight on which

	space is available; or· The flight that will provide for the Passenger’s earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the Passenger’s Ticket, provided however, that in no event will a Stopover occur when the Passenger departs from the intermediate/junction point on a flight shown in the carrier’s official general schedule as departing within four hours after arrival at such point.
Ticket	A Reservation as defined above, which may include electronic tickets, e.g., “Contour Electronic Tickets” or “e-Tickets,” for the carrier(s) to provide transportation and related services under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations.
Transfer	A change from the flight on one carrier to the flight of another carrier, or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number, or a change from the flight of a carrier to another flight that is a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.
Transfer Point	Any point at which the Passenger Transfers.
Travel Certificate	A Voucher, as defined below.
Unaccompanied Minor	Children/Minors 5 to 12 years of age when traveling alone or not accompanied on the same flight by a companion passenger at least 15 years of age or with a parent or Legal Guardian.
Validate	A confirmation that the Ticket has been officially issued by the carrier.
Voucher	An electronic confirmation number storing a saved or prepaid value with varying parameters including exclusions to routes, dates, and customers.
Warsaw Convention	The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague on September 28, 1955

### C. Reservations Confirmation/Fare Quotes/Disclosures

1. A reservation for space on a given Contour flight is valid when the availability and allocation of such space is confirmed by Contour or one of its authorized agents. Bookings made via the website or any third-party site may not seek a refund after purchase of any nonrefundable fare once the reservation has been purchased. Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by Contour or one of its authorized agents

indicating such confirmed reserved space provided the Passenger applies to Contour or the authorized Contour agent issuing such Ticket at least one (1) hour before the scheduled departure time of the applicable flight. Such reservation of space is subject to cancellation by Contour without notice if the Passenger does not comply with this Section.

A. Where other Rules, including fare Rules, provide for the issuance, validation, or purchase of a ticket within specific time limits, these specific time limits will apply.

B. Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from Contour or its authorized agent, the reservation is not confirmed until the balance of the Ticket is at "zero," meaning all fares & taxes have been paid in full.

C. When a person calls Contour's telephone reservation center (Call Center), Contour will offer such person the lowest published fare available through such Call Center for which the person is eligible given the dates, flights and class of service requested. Contour charges a \$15 per reservation fee for all reservations booked via the Call Center. This fee is nonrefundable.

D. Contour will disclose at the time a reservation is made and prior to actual Ticket purchase, any available information regarding a change of aircraft that has the same flight number.

E. Upon request, Contour will disclose general information regarding aircraft configuration, for the aircraft type on which the Passenger is booked. Variations may occur within an aircraft type.

F. Contour will make available through its website or otherwise, rules, restrictions, and redemption opportunities of any frequent flyer/rewards program (should a program become available). In addition, all fares may not be eligible for credit in such program. Please verify the fare rules prior to purchase.

G. Contour will disclose to a passenger, upon request, whether the flight on which the Passenger is ticketed, at the time of the request, overbooked if, within the usual and ordinary scope of such Contour employee's work, the information is available to the employee to whom the request is directed.

H. Contour does not guarantee allocation of any particular seat in the aircraft, including advanced seat requests.

I. Contour may limit the number of Passengers carried at any fare level and certain fares will not necessarily be available on all flights. The number of seats which Contour shall make available on a given flight will be determined solely by Contour.

J. Waivers for Special Fare Restrictions: The following situations may allow relaxed fare restrictions for emergency travel situations involving death, critical injury or illness requiring

hospitalization, including hospice care of an immediate family member provided proper documentation is made.

I. Serious Illness Emergencies. The Passenger must provide Contour with a written statement which provides the immediate family member's name, relationship to the Passenger, the name and telephone number of the hospital/hospice, the doctor's name, and a statement from the doctor that the immediate family member is actually hospitalized.

II. Death Emergencies. The Passenger must provide Contour with a written statement which provides the name of the deceased immediate family member, the relationship of the deceased to the Passenger, the name, address and telephone number of the funeral home, and if possible, a copy of the death certificate. Note: If the funeral home information is not available prior to departure, it may be provided at the time of the return flight.

III. If the above required written documentation is not submitted to Contour's satisfaction, the Passenger must pay the applicable fare for transportation used. The Passenger may then submit a refund request accompanied by the appropriate documentation within the time allowed for refunds under Section V. Refunds.

K. Specific fare Rules may override general terms of this Contract of Carriage.

L. Pre-purchased non-fare related items are nonrefundable unless the passenger was unable to travel due to an over sale situation or a flight cancellation, including but not limited to Baggage Fees paid online, at a kiosk, or through an agent of Contour, are nonrefundable unless the passenger is unable to travel due to an over sale situation or a flight cancellation.

M. Erroneous Fares. Contour will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but Contour reserves the right to correct any erroneously published fare that Contour did not intend to offer for sale. In the event that an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Contour reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, the purchaser's option, to reissue the ticket for the correct fare and collect for the difference.

N. Internet-Only Fares. Contour will, from time-to-time, offer fares that are limited to distribution through the internet web portal [contourairlines.com](http://contourairlines.com). These fares typically offer ONLY transportation between the two points booked and may have restrictions related to changes, irregular operations, and baggage limitations. Each fare will be presented with the fare rules under the specific column of availability by clicking on the name of the fare at the top of the column.

O. Personal Data. The purchaser of each Ticket and the Passenger recognize that personal data has been given to Contour for the purposes of making a reservation for carriage, obtaining ancillary services, and making available such data to government agencies. For these purposes, the purchaser and the Passenger authorize Contour to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located.

P. All fares may not be eligible for credit in a Frequent Flyer, rewards, or other program. Please verify the fare rules prior to purchase.

Q. Group Reservations. When 6 or more passengers are traveling together on the same itinerary, they can be considered a group. These customers may request a group quote or book individually.

I. Group reservations may be done online (up to 7 passengers maximum) or through the Contour Call Center.

II. Group reservations require a nonrefundable 15 percent deposit to hold seats and flights upon receipt of a group quotation. Failure to pay the deposit within 7 days of initial booking will result in cancellation of held seats. Once cancelled, a new group quote will need to be obtained.

III. Deposit may be used against the final payment.

IV. Groups must abide by the payment schedule:

<u>Date</u>	<u>Minimum Payment</u>
7 business days after receipt of contract	15 Percent Deposit
30 days prior to travel	50 Percent Payment
14 days prior to travel	Final Payment (less deposits plus penalties)

V. Group names may be changed for a \$25 service fee.

VI. Baggage allowance will be negotiated as part of the group fare.

VII. Name list must be sent to Contour at least 14 days prior to departure.

VIII. Any refunds or changes within 14 days are subject to a \$25 change fee per change or deviation.

IX. Deviations that cause a change to regularly scheduled flights will be assessed a change fee plus the difference in the lowest available published fare at time of change.

X. No refunds will be granted to groups unless negotiated directly with an Officer of Contour

R. Changes. If the Passenger is not part of a group booking under Section A-P, once his or her reservation has been ticketed, he or she can make changes to the itinerary by contacting the Contour Call Center, online at [contourairlines.com](http://contourairlines.com), or through the original booking source. If a Passenger makes a change within 30 days of the date of travel, Contour will assess a \$20.00 service fee in addition to any difference in fare; EXCEPT those fares purchased in "Y" class with

a Y class fare basis code. Changes performed 31 days or more from departure are not assessed a change fee. Any voluntary changes are subject to additional airfare due should there be a difference in fare. Name changes are permitted and will incur a \$25 charge per changed name. Should the passenger make an error in the spelling, Contour will waive this fee if contacted within 24 hours of the time the reservation was completed and paid.

S. Extra or “Comfort Seat”. Passengers may add an extra or “Comfort” seat to their reservation on a space-available, first come-first-served basis through the Contour Call Center. Contour will charge half (50%) of the applicable per seat fare on each flight segment on which a Passenger books a Comfort seat. Customers purchasing a comfort seat will only be assigned an adjacent seat, on the two-abreast side, onboard a Contour Airlines aircraft. Comfort Seat may be used for oversized carry-on items, pets in cabin, service animals, or for customers of size. Contour Airlines will NOT refund Comfort seat fees in the event the flight does not depart at 100% occupancy. Customers who purchase Comfort Seats may earn frequent flyer credit for qualifying fares.

## 2. Exceptions:

a. If the Passenger agrees to apply to Contour or an authorized agent of Contour for a validated Ticket indicating such confirmed reserved space by a specific time before the scheduled departure time of the applicable flight, such earlier time limit will be entered into Contour’s reservation system and the reservation will then be subject to cancellation by Contour without notice if the Passenger does not apply to Contour or its authorized agent for a validated Ticket indicating the confirmed reserved space before the agreed specific time in advance of the scheduled departure of the applicable flight.

## **D. Cancellation of Reservations**

1. Contour has the right to cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Contour’s control, including Force Majeure events.

2. Contour has the right to cancel reservations due to the passenger’s failure to comply with this Contract of Carriage, including but not limited to, the Passenger’s failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.

3. Failure to Occupy Space. If a Passenger fails to occupy space which has been reserved for him/her on an Contour flight and Contour fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, Contour may cancel all reservations held by such Passenger on Contour flights or any other

carrier for continuing (downline connection) or return space, provided Contour or an authorized agent of Contour originally reserved that space.

4. Airport Check-In Time Limit. Contour has the right to cancel reservations, deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the following time requirements for check-in of Passengers and/or Baggage:

I. Contour recommends that all customers check in at least 60 minutes prior to scheduled departure time.

II. Passengers should be checked in and at their respective boarding gate at least 20 minutes minimum prior to scheduled departure time. This means that Passengers should have paid for any tickets, checked in their baggage (if any), and received a boarding pass.

III. Boarding will commence 10 minutes prior to scheduled departure time. Failure to check in before commencement of boarding may result in a cancellation of reservation; should that occur, ticket will have no value.

IV. Passengers must be boarded (or on board) the aircraft 5 minutes prior to departure or reservations will be subject to our no show/cancellation policy.

V. Passengers should make an allowance for traffic delays and for clearing the TSA checkpoint.

VI. Due to federal security screening measures in place at airports, Passenger and baggage processing time may differ from airport to airport. It is the passenger's responsibility to arrive at the airport with enough time to complete the security screening process and to comply with these minimum check-in time limits. If running late, it is suggested passenger call the Contour Call Center with any delay advisories. Contour will not delay any flight due the late check-in of any passenger.

VII. When confirming a reservation, passengers should provide a phone number (preferably a mobile number) in the event Contour must contact the passenger prior to flight.

VIII. All time limits noted above are minimum time requirements.

5. Contour is not liable for any consequential, compensatory, or other damages when it cancels the reservation(s) of any Passenger in accordance with this Section, but if the reservation was cancelled according to subsection 1 of this Section, see Section U Refunds

6. Voluntary Cancellation by Passenger – see Section U Refunds.

## **E. Tickets and Reservations**

1. All of Contour's reservations are paperless reservations. Tickets (Reservations) are electronic documents that reside in the electronic reservation systems.

2. When more than one ticket must be issued to properly reflect all of the information required for a complete flight itinerary, the individual tickets will be cross referenced by their ticket numbers and are considered to be a single ticket or "Conjunction Ticket."

3. Contour will not be obligated to carry any passenger until the passenger has paid the applicable fare or has complied with credit arrangements established by Contour. Only at that time will a Ticket or reservation be issued.

4. No person will be entitled to transportation except upon presentation of a valid Ticket or reservation.

5. Tickets may only be transferred when performed through the Call Center. Contour is not liable to the owner of a Ticket for honoring or refunding such Ticket when presented by another person. If a Ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the Ticket was issued, Contour will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use. As used herein, "unauthorized person" means any person other than the person to whom the ticket is issued and who is entitled to be transported or a refund in accordance with this Contract of Carriage.

6. A Ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the Ticket or applicable Flight Coupons. A passenger holding an unused open dated Ticket or portion thereof, or an Exchange Order for onward travel, or who wishes to change a Ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.

#### 7. Prohibited Practices

I. Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used within 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 being traveled even when the purchase and use of such tickets would produce a lower fare. This practice is known as "Hidden Cities Ticketing" or "Point Beyond Ticketing" and is prohibited by Contour.

II. The purchase and use of roundtrip tickets for the purpose of one way travel only, known as "Throwaway Ticketing" is prohibited by Contour.

II. The use of Flight Coupons from two or more different Tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited by Contour.

8. Contour's Remedies for Violation(s) of Rules: Where a Ticket is purchased and used in violation of the Contract of Carriage or any fare rule (including Hidden Cities Ticketing, Point Beyond Ticketing, Throwaway Ticketing, or Back-to-Back Ticketing), Contour has the right in its



sole discretion to take all actions permitted by law, including but not limited to any or all of the following:

- I. Invalidate the Ticket(s).
- II. Cancel any remaining portion of the passenger's itinerary.
- III. Confiscate any unused Flight Coupons.
- IV. Refuse to board the Passenger and to carry the Passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding.
- V. Assess the Passenger for the actual value of the ticket which shall be the difference between the lowest fare applicable to the Passenger's actual itinerary and the fare actually paid.
- VI. Delete credits in the Passenger's frequent flyer account, terminate the Passenger's participation in the frequent flyer program, or take any other action permitted by the Frequent Flyer Terms and Conditions in Contour's "Frequent Flyer" or other program (if applicable).
- VII. Take legal action with respect to the Passenger.

9. Period of Validity. Except as otherwise provided in this Contract of Carriage or required by the applicable law, any eligible Ticket issued by Contour or its authorized agent on Contour ticket stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original Ticket or, if no portion of the ticket is used, one year from the date of issuance of the original Ticket. When a Ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the Ticket is valid for the specified periods only. When fares are combined to create Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation. Note: Nonrefundable fares limit the period of validity.

10. Failure to cancel a Ticketed reservation before departure will result in loss of confirmed space, and the Ticket will lose all value and a new Ticket must be purchased. No rebooking is permitted.

#### 11. Extension of Validity Period

- I. If the Passenger is prevented from using the ticket, or a portion thereof during the period of validity specified in this Rule due to a Contour flight cancellation or because Contour is unable to provide space on the flight, Contour will, without additional collection of fare, extend the ticket validity period of such passenger's ticket until the first flight of Contour, on which space is available in the class of service for which the fare has been paid.
- II. If the Passenger is unable to commence or continue his/her travel due to his/her personal illness or physical incapacity, or the illness, death, or physical incapacity of a member of his/her immediate family, or of an associate with whom he/she is traveling,

Contour will extend the period of validity beyond the original limit but not to exceed thirty (30) days.

12. Waiver of Minimum Stay Requirements – Special Fare. In the event of the death of a Passenger enroute, the minimum stay and group travel requirements with regard to any special fares will be waived for Passengers who are immediate family members of the deceased passenger or were otherwise actually accompanying the deceased Passenger, on the following conditions:

- I. The reservation must be endorsed “earlier return on account of death of (name of passenger)”; and
- II. A copy of the death certificate duly executed by the competent authorities under the applicable laws of the country in which death has occurred must be presented to Contour at the time of re-ticketing. Passengers will be accommodated under this provision only in the class of service originally ticketed. NOTE: If the death certificate is not available at the time the Passenger requests re-ticketing under this provision, or if documentation satisfactory to Contour has not been provided, the passenger(s) requesting re-ticketing will be accommodated only upon payment of the fare applicable to transportation actually used and a request for a refund may later be filed with Contour with the documents required. Upon receipt of the request for a refund and all supporting documents, Contour will determine whether a refund to the Passenger is appropriate. If so, the maximum refund will be the difference between the total fare paid by the Passenger and the amount such Passenger would have paid if a waiver had been originally furnished under the provisions of this Section.

13. Ticket Issue Date. The date when payment is made by credit card, or the Ticket invoice date established when payment is made by other acceptable form of payment, will constitute the date a Ticket is “issued” in determining the validity period under this Section.

## **F. Electronic Vouchers**

General Terms and Use – Electronic Vouchers (Vouchers):

1. Vouchers may not be transferred to other persons unless otherwise noted.
2. Vouchers are valid for one year from date of issue.
3. Vouchers may be issued at Contour’s discretion to accommodate customer refunds, changes, goodwill, marketing, and prepaid programs.
4. Vouchers will be comprised of a six-character reference code and a six character PIN. Contour will provide the customer with the details of the voucher and PIN combination and is not responsible for lost or missing voucher codes or PINs.
5. Vouchers may not include taxes or any additional services outside those given to standard ticket holders. Changes to reservations using a voucher must abide by all fare rules regarding changes, cancellations, and baggage limitations. Reservations paid using a voucher must be utilized prior to the expiration of the voucher.
6. Vouchers may be booked in any available normal fare.

7. Residual amount vouchers (vouchers with a dollar amount) can be used towards any services offered by Contour. These vouchers may not have their expiration date extended.
8. Vouchers may be used via the online web portal, through Contour Call Center, or any airport ticket counter. Any residual value shall reside on the same voucher.
9. Reservations completed using a voucher must be completed prior to the expiration date of a voucher, unless previously agreed or noted.
10. Reservations completed using a voucher that require changes or cancellation will be refunded to a new voucher and PIN.

## **G. Check Acceptance**

Contour does not accept personal checks. Contour will, for groups under certain circumstances, allow for payment with a company check, certified check, money order, or money transfer. Contour will collect USD \$25.00 for each returned business check or for any Stop Payments to any check. This fee is nonrefundable and is not subject to any discount. Reservations paid by a returned check will be cancelled unless a new form of payment plus returned check fee are paid within 24 hours of notice of returned check.

## **H. Acceptance of Children, Minors, and Infants**

These are the general rules for acceptance of travelers under the age of 18:

1. Contour does not accept infants in incubation or infants under 7 days old.
2. Infants, children, and minors will be considered “accompanied” when they are traveling with at least one parent or Legal Guardian when traveling on the same flight(s).
3. Passengers under the age of 13 are deemed accompanied and will be accepted for transportation when traveling with a companion Passenger who is at least 15 years of age. Contour reserves the right to require a birth certificate (copy) as proof of age.
4. Children who have reached their second birthday on day of travel are required to purchase a ticket and occupy a seat with their own seat belt in compliance with the U.S. Federal Aviation Regulations.
5. Children under the age of two years (at time of travel), accompanied by an adult fare paying passenger and not occupying a seat, are “free of charge.” The child must be carried in a parent’s or legal guardian’s lap during the entire flight and must be listed as a passenger in the Reservation. The child is considered a “Lap Child.” A maximum of one child permitted for each fare-paying adult. Contour reserves the right to require a birth certificate (copy) as proof of age for all lap children, otherwise, the applicable fare will be charged. Arrangements for a lap child must be made directly with the Contour Call Center. Additional children under the age of two

years must occupy a seat and be ticketed at the applicable Fare in compliance with the U.S. Federal Aviation Administration regulations.

6. Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat (if not being carried by an Adult Passenger as a lap child). Infant/child seats:

- I. Must be FAA approved and be clearly marked with the original NHTSA (National Highway Traffic Safety Administration) label.
- II. Must be used in unoccupied aircraft seat and cannot be held in an adult's lap.
- III. Must remain properly secured to an aircraft seat at all times.

7. Unaccompanied.

I. Children aged five (5) to twelve (12) years of age are deemed "unaccompanied" when traveling alone or not accompanied on the same flight by a Passenger at least 15 years of age. Children under five years of age must be accompanied and will not be permitted as unaccompanied under any conditions.

II. Reservations for children/minors aged five (5) through twelve (12) traveling alone must be booked through the Call Center; online reservations for these Passengers will not be accepted. Call Center fees will not apply to unaccompanied minor reservations booked through the Call Center.

III. Unaccompanied Children/Minors are accepted for transportation at Contour's sole discretion, and only under the following conditions:

IV. The Child/Minor must be brought to the airport of departure by a parent, legal guardian, or responsible adult who shall remain with the Child/Minor until the Child/Minor has boarded and the plane has departed from the airport, and who must furnish Contour with satisfactory written documentation that the Child/Minor will be met by another parent, legal guardian, or responsible adult upon deplaning at the Child/Minor's destination. The parent, legal guardian, or responsible adult delivering the Child/Minor for departure and receiving the Child/Minor upon arrival will be required to complete and sign documentation as provided by Contour relating to such unaccompanied Child/Minor.

8. In no event will the unaccompanied Child/Minor be accepted for travel:

- (1) If the flight on which the Child/Minor holds a reservation is expected to terminate short of or bypass the Child/Minor's destination;
- (2) If the flight is departing between the hours of 9:00 PM and 5:00 AM;
- (3) If the itinerary includes a connection to the last available flight of the day unless the connecting flight is the only published service to that destination; or
- (4) On the last flight of the day to that destination; or
- (5) Are connecting to or from another carrier

9. Children/Minors five, six, or seven years of age are accepted as unaccompanied only on Contour, subject to valid proof of age and only when through service is provided without change of aircrafts(non-stop) or (direct service).

10. Unaccompanied Assistance Charge. Children's/Minor's assistance is a service provided by Contour as follows:

- I. Unaccompanied Minor Service is mandatory for passengers aged 5 to 12 years old.
- II. Unaccompanied Minor Service is optional for Passengers 13 to 17 years old. NOTE: Contour will not provide this service to a minor 13 through 17 years of age when that minor is traveling with a child or infant under the age of five.
- III. A Service Charge of USD \$35.00 will be assessed for unaccompanied assistance. Unaccompanied assistance is defined as escort service and supervision provided by Contour for the child/minor from the time of boarding until the child is met at the destination point.

- 11. If two children are traveling together, only one surcharge will be assessed.
- 12. Only two unaccompanied children/minors are accepted per flight.
- 13. Contour does not accept any financial or guardianship responsibility beyond the above stated conditions.
- 14. In the event a parent, legal guardian, or approved person that is to receive the child at destination does not show up within 45 minutes of arrival of the flight, Contour has the right to charge a \$30.00 per hour fee for securing the unaccompanied minor. Contour will also seek repayment for basic meals during meal times if the minor is not received and is in Contour's custody.
- 15. If a parent, legal guardian, or approved person does not receive the child within 4 hours of the scheduled arrival time of the flight, Contour has the right to refuse future transportation to the unaccompanied minor.

## I. Special Services

- 1. Contour's policies and procedures comply with the U.S. Department of Transportation regulation "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382).
- 2. Definition of Non-Ambulatory under this rule:
  - a. Persons who are unable to move themselves or need the support of another person to walk or move, not capable of caring for themselves without assistance throughout the flight are considered Non-ambulatory. Disclaimer: Non-ambulatory passengers will not be permitted to board the Jetstream 3100 or 3200 aircraft due to the nature of the aircraft and the absence of a flight attendant to offer any on-board assistance.
  - b. If a Passenger uses a wheelchair for convenience, the Passenger is not considered to be Non-Ambulatory.
  - c. A child or infant is not considered to be Non-Ambulatory merely because of his/her age, except when requiring an "Infant Transport System".
  - d. If the Passenger can move himself/herself from his/her seat to the nearest emergency exit without the aid of another person, the Passenger is not considered to be Non-Ambulatory, regardless of the degree of impairment.
- 3. Qualifications for Acceptance of Non-Ambulatory Passengers are accepted when accompanied by an assistant able to assist the Non-Ambulatory Passenger to evacuate the aircraft in accordance with 14 CFR PART 382.29. See Section Z.

4. Provisions within this regulation include, but are not limited to:
  - a. Transportation of personal wheelchairs and other assistive devices (transportation of personal wheelchairs are dependent on wheelchair size and aircraft cargo door size limitations).
  - b. Special seating accommodations for Passengers with physical disabilities or those traveling with a Safety Assistant or service animal (advance notice requested).
  - c. Assistance in boarding and deplaning.
  - d. Assistance in loading and retrieving carry-on items.
  - e. Information concerning facilities and services available for customers with disabilities and their service animals.
  
5. A copy of 14 CFR Part 382 along with Contour's policies and procedures for assisting customers with special needs are available at each Contour airport ticket counter, or our website at [contourairlines.com](http://contourairlines.com).
  
6. Qualified Individual with a Disability. Contour requires a passenger (including a qualified Individual with a disability) to provide up to 48 hours advance notice and two hour advance check-in for flights if such passenger wishes to receive any of the following service accommodations:
  - a. Provision by Contour of hazardous materials packaging for a battery for a wheelchair or other assistive device.
  - b. Accommodation for a group of six or more Qualified Individuals with Disabilities who make reservations and travel as a group.
  
7. Safety Assistant. If Contour determines that a safety assistant is essential for safety, Contour may require that a passenger, including a Qualified Individual with a Disability, meeting any of the following criteria, travel with an assistant as a condition of being provided air transportation:
  - a. A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Contour personnel, including the safety briefing required by U.S. 14 CFR 121.571(a)(3), (a)(4) and 135.117(b);
  - b. A person with a mobility impairment so severe that the person is unable to assist in his or her evacuation of the aircraft; or
  - c. A person who has both severe hearing and severe vision impairments such that the person cannot establish some means of communication with Contour personnel adequate to permit the transmission of the required safety briefing. NOTE: If Contour determines that a person meeting the criteria contained in Section I.4.a through Section I.4.c must travel with an assistant, contrary to the individual's self-assessment that he/she is capable of traveling independently, Contour will not require the assistant to pay the applicable fare in effect at the time of the booking.
  - d. For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.

e. If, because there is not a seat available on a flight for a safety assistant whom Contour has determined to be necessary, the Qualified Individual with a Disability holding a confirmed reservation is unable to travel on the flight, Contour will compensate the Qualified Individual with a Disability in accordance with the Involuntary Denied Boarding Compensation procedures specified in Section T.

8. For rules regarding wheelchairs, see Section R-12 and W-5.

## J. Medical Services

1. **Oxygen Service.** Oxygen is not available on any Contour-operated flight due to aircraft limitations and US Federal Aviation Regulations.

2. **Customer provided Portable Oxygen Concentrator (POC).** Portable Oxygen Concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board flights operated by Contour, at no charge, in accordance with specific FAA requirements and the following conditions:

a. A list of specific POCs currently approved by the FAA is available at:

[www.faa.gov/about/initiatives/cabin\\_safety/portable\\_oxygen/](http://www.faa.gov/about/initiatives/cabin_safety/portable_oxygen/)

b. Other Portable Oxygen Concentrator brands and models may be carried in the cabin with batteries removed if they meet Contour's carry-on size and weight requirements, or they may be carried as checked baggage. Contour may accept other brands and models for use on board in the future as they become approved by the FAA and Contour. Check with Contour's Call Center for current acceptable Portable Oxygen Concentrators.

3. **Passengers must satisfy specific requirements prior to boarding the aircraft. The Passenger:**

a. Must provide 48 hours advance notice in the reservation record that he/she is planning to use a POC on board the flight.

b. Must have a signed written Doctor's statement that:

i. States the user of the POC has the physical and cognitive ability to see, hear and understand the device's aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.

ii. States whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the customer's itinerary.

iii. Specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.

iv. Will be reviewed at the airport prior to boarding and must be kept by the customer and provided upon request by Contour personnel at any time during travel.

- v. Customers may use the Medical Verification Statement available by request from Contour's Call Center.
- c. Must ensure that he/she has ample batteries to power the POC for the duration of his/her flight plus three (3) additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used. Contour does not have electrical power available for customer use on its aircraft.
- d. Must ensure that all extra batteries are properly protected from short circuiting by either:
  - i. Having recessed battery terminals or;
  - ii. Packing them so that the batteries do not contact metal objects including the terminals of other batteries.
- e. 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 Contour as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet or directly with Contour, in order to confirm specific requirements and to provide the airline with required information.
- f. POCs are assistive devices for customers with disabilities. As such, they do not count toward carry-on or checked baggage limits, whether or not they are used on board. They must be able to fit underneath the seat or in an overhead storage compartment.
- g. Contour 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 Contour.

4. Medical Transport Services. Contour does not provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems.

## **K. Animals in Cabin**

1. Contour welcomes without charge Service Animals. Service Animals are allowed when accompanying an individual that requires assistance with a disability. These specially trained animals perform a particular function or service to assist and help a passenger in the management of their disability.

a. Emotional Support and Comfort Animals are not automatically considered to be Service Animals. Contour reserves the right to require Passengers to provide all documentary and other proof permitted under law, regulation, and DOT requirements, including, without limitation, DOT's May 9, 2003 Service Animal Guidance, in order to establish that an animal is a bona fide Service Animal or Emotional Support Service Animal. Contour reserves the right to authenticate any documentation presented.

b. Emotional Support Service Animals can be carried in the lap of the Passenger



provided that it does not interfere with the functionality of the seat belt for the passenger.

c. Contour accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, and 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. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.

d. Contour does not allow certain types of Support/Comfort Animals. They are: reptiles (such as snakes and other cold blooded animals), ferrets, rodents, swine, cattle, and spiders.

## 2. Non-Service Animals

a. Contour will transport, without charge, domesticated animals, subject to the rules, terms, and conditions herein.

b. Contour does not allow animals to travel in our cargo or baggage compartments; therefore, the pet must be accommodated in the passenger compartment.

c. Restricted Animals. Contour will not accept ferrets, rodents, spiders, guinea pigs, mice, rats, rabbits, chickens, roosters, snakes, other reptiles (snakes, turtles, and fish) as in-cabin baggage (hand-carry baggage) OR as Service Animals. Certain unusual animals/reptiles (whether as Service Animals or not) pose unavoidable safety and/or public health concerns. Carriage of any other pets as in-cabin Baggage will be at Contour's discretion.

d. Conditions of Acceptance for All Animals:

I. Please call the Contour Call Center at least 48 hours in advance for prior pet arrangements.

II. Animals must be well behaved, properly harnessed or leashed, travelling under the control of the Passenger and must remain with the passenger at all times.

III. Animals must NOT pose a threat to the safety or health of the other passengers travelling. If the animal is deemed unsafe or aggressive by nature then the animal must be contained in a kennel or harnessed with a leash. Contour reserves the right as determined by the Pilot/Co-Pilot and/or Customer Service Agent to deny boarding to any dog breed that is deemed unsafe in their sole and unfettered discretion. The animal must not protrude into the aisle or encroach on other Passengers in compliance with FAA regulations.

IV. Animals must be at least 8 weeks old and weaned.

V. Muzzled, pregnant, injured or ill animals will not be accepted.

VI. A veterinarian health certification is required for animals traveling on Contour

flights.

VII. Any animal 15 lbs. or less should be confined in an approved soft-sided carrier subject to inspection and approval by Contour before acceptance and in conformance with 9 CFR or IATA live animal regulations. Soft kennel must fit properly in aircraft for the safety of all passengers.

VIII. Environmental conditions must pose no hazard to the safety or comfort of the animal. The animal must be able to stand up and turn around comfortably in its pet carrier. Carriers must be leak proof, ventilated on at least two sides and prevent any part of the animal from protruding outside of the container.

Containers must not exceed 21"L x 12"W x 8"H. Passengers are responsible for ensuring that the containers meet all governmental requirements for the safe and humane transportation of the animal being transported.

IX. Excess valuation is not available for animals.

X. The animal must be harmless, inoffensive, odorless, clean (free of fleas, ticks, or any biting insects), well-groomed, and require no attention during transit.

XI. In the event, the animal (and/or owner) becomes offensive or causes a disturbance during transit; the animal may be removed, at the Captain's discretion, at the first stop.

XII. A maximum of two (2) in-cabin animals is permitted for each flight. Animals are booked on a space available basis, Contour reserves the right to refuse more than one (1) animal per flight.

XIII. Both the animal and Passenger must be capable of being seated in compliance with the weight and balance restrictions of the aircraft.

XIV. Contour will not be liable for illness or injury to an animal or death of an animal when the animal has been handled by Contour with ordinary standards of safety and care or when Contour has acted in the interests of the entire flight such as in an emergency or a Force Majeure event.

XV. Contour will not be liable for loss or expense due to the Passenger's failure to comply with the provisions of this Section, including, without limitation, if any animal is refused passage into or through any state or country.

XVI. The liability ceiling for Contour is \$2,000 USD in the event of a death of a pet.

XVII. The Passenger assumes full responsibility for the safety, well-being, and conduct of its animal, including the interaction of the animal with other Passengers who may come in contact with the animal while onboard the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from/or to which the animal is being transported.

XVIII. Contour reserves the right to levy any fees to the Passenger/owner, in the event there are damages or cleaning fees incurred to the aircraft related to the transportation of the animal.

XIX. Contour will not transport an animal if the animal is in the custody of an Unaccompanied Minor.

XX. Contour reserves the right to deny boarding to the animal if any of the above conditions are violated

## **L. Ground Transfer Service**

1. Contour may provide ground transfer service between airports.
2. Except where ground transfer service is directly operated by Contour, it is agreed that any such service is performed by independent operators. Anything done by an employee, agent or representative of Contour in assisting the passenger to make arrangements for such independent ground transfer service shall in no way make Contour liable for the acts or omissions of such independent operator.
3. In cases where Contour maintains and directly operates local transfer services for its passengers, the terms, conditions, rules and regulations of Contour, including but not limited to, those stated or to which reference is made in Contour's Tickets, Baggage Tags, and baggage valuation agreements shall be deemed applicable to such local ground transfer services. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the passenger.

## **M. Codeshare, Interline, and Baggage Transfer Agreements.**

1. Contour Airlines has no codeshare, interline, or baggage transfer agreements with any air carrier.
2. For customers with no checked luggage: If a customer has no checked bags and are connecting from Contour to another airline at the same airport, they may proceed directly to the connecting airline's departure gate. Similarly, if customers are connecting to Contour from another airline at the same airport and have no checked bags, they may proceed directly to Contour's departure gate. Please allow at least 45 minutes between connecting flights for customers with no checked bags. Contours Airlines is not responsible should you misconnect between a Contour Airlines flight and another airline.
3. For customers with checked luggage: If a customer has checked bags and are connecting from Contour to another airline at the same airport, customers must retrieve their checked bags from baggage claim, check them with the next airline, and be re-screened by TSA before proceeding to the departure gate. Similarly, if customers have checked bags and are connecting to Contour from another airline at the same airport, they must retrieve the checked bags from baggage claim, check them in at a Contour Airlines ticket counter, and be re-screened by TSA before proceeding to Contour's departure gate. Please allow at least 90 minutes between connecting flights if customers have checked bags.

## **N. Travel Documents**

1. Each Passenger 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/she desires transportation. The Passenger will pay or reimburse each carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such Passenger's failure to do so. Contour is not liable for any assistance or information provided by any agent/employee of Contour to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from his/her failure to obtain such documents or to comply with such laws. Where legally permitted, Contour reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger.

2. Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever Contour, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket's issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. Contour will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of Contour. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Contour unless the law of such country requires that the fare be refunded.

3. This Section N and its limitations include, but is not limited to, travel documents related to travel by minors. Some countries require special documents for minors traveling with only one parent to/from an international destination.

## **O. Screening of Passengers and Baggage**

Passengers and/or their baggage are subject to security screening, including but not limited to, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of Passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport, or Contour, and with or without the Passenger's presence, consent or knowledge. Neither Contour nor its employees or agents are liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

## **P. Refusal to Transport**

Contour shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

1. Breach of Contract of Carriage – Failure by Passenger to comply with this Contract of Carriage.

2. Government Request or Regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.

3. Force Majeure and Other Conditions – Whenever such action is necessary or advisable by reason of weather or force majeure conditions beyond Contour’s control including, but not limited to, acts of God, force majeure, strikes, civil commotions, earthquakes, volcanic activity, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.

4. Search of Passenger or Property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.

5. Proof of Identity – Whenever a Passenger refuses to produce identification satisfactory to Contour or who presents a Ticket to board and whose identification does not match the name on the Ticket. Contour will require identification of persons purchasing Tickets and/or presenting a Ticket(s) for the purpose of boarding the aircraft due to Department of Homeland Security requirements.

6. Failure to Pay – Whenever a Passenger has not paid the appropriate fare for a Ticket, baggage fees, or applicable service charges for services required for travel, or produced satisfactory proof to Contour that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Section E.7.

7. Safety – Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or members of the crew, including, but not limited to:

- a. Persons whose conduct is disorderly, offensive, abusive, or violent;
- b. Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
- c. Persons who assault any employee of Contour, including the gate agents and flight crew, or any Contour Passenger;
- d. Persons who, through and as a result of their conduct, cause a disturbance such that the Captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
- e. Persons who are shirtless, barefoot, or not properly clothed or has strong and offensive body odor offending or disrupting other Contour Passengers as determined by Contour in its sole and unfettered discretion, or by its representatives, and/or any government authority or representative and/or any law enforcement representative, agent or authority;
- f. Persons who are unable to sit in a single seat with the seat belt properly secured;
- g. Persons who appear to be intoxicated or under the influence of drugs, unless the appearance of such condition is solely due to the person being a Qualified Individual with a Disability, in which case boarding will not be denied

(NOTE: If Contour determines a passenger has engaged in the activity [ies] enumerated in E.7, such actions will constitute a Breach of the Contract of Carriage);

h. Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons (not to include law enforcement personnel who meet the qualifications and conditions established in F.A.R. 108.11);

i. Persons who are manacled;

j. Persons who have resisted or may reasonably be believed to be capable of resisting custodial supervision;

k. Pregnant Passengers expecting delivery within seven days, unless such Passenger provides a doctor's 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;

l. Persons with a communicable disease or infection known or reasonably believed by Contour to pose a direct threat to the health or safety of others in the course of a flight. If a Qualified Individual with a Disability with such communicable disease or infection presents a medical certificate dated within ten (10) days of the date of the flight for which it is being presented to Contour with specific conditions under which such person can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible for Contour to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight;

m. Persons who cannot assist with their own evacuation during an emergency.

n. Persons who fail to travel with the required assistant pursuant to Section I.

o. Persons who do not qualify as acceptable Non-Ambulatory Passengers. See Section I.

p. Refunds. Contour may, at the request of a Passenger who is removed or refused transportation in accordance with this Section P, provide a refund in accordance with Section V.

## **Q. Smoking & Tobacco Policy**

Smoking, including the use of e-cigarettes, is not permitted on any Contour-operated flights, neither is the use of any other tobacco product, including but not limited to smokeless tobacco.

## **R. Baggage**

General Conditions of Acceptance. Passengers may check Baggage for carriage in the cargo compartment of the aircraft and/or may carry Baggage on board the aircraft subject to provisions in this rule. Contour will accept Baggage subject to the following conditions:

1. Passengers must present a valid Ticket and valid government issued photo ID for transportation on Contour.
2. Checked Baggage will be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by carrier, in which event Contour will make arrangements to transport the Baggage on the next flight on which space is available.
3. All Baggage or other property for which Contour assumes custody and for which it issues a Baggage Tag shall be deemed acceptable for transportation by air. NOTE: Contour has the right to refuse to accept Baggage without a signed Release of Liability from the Passenger.
4. Operations, security directives, or other safety considerations may impose limitations to the allowable Carry-On Baggage on a specific flight. Contour reserves the right, in its sole, unfettered, and absolute discretion, to determine the suitability and placement of storage of any items to be carried in the cabin of the aircraft. Subject to Carry-On storage capacities of the aircraft, Contour reserves the right to check a Passenger's Carry-On baggage if necessary.
5. Contour will not accept Baggage subject to the following conditions:
  - a. To a point that is not on the Passenger's Routing.
  - b. Beyond the Passenger's next point of Stopover or, if there is no Stopover, beyond the final Destination of the Ticket.
  - c. More than four hours prior to Passenger's scheduled flight departure.
  - d. To an intermediate point unless the intermediate point to which the Baggage is to be checked is a permissible Stopover point at the fare paid. EXCEPTION: If the Passenger is making a connection to the first available Contour flight departing from such intermediate point and the connection exceeds four hours, the Passenger may reclaim his/her Baggage at such intermediate connecting point if requested in advance and prior to check in of the baggage.
  - e. When the size, weight, character, or type of packaging renders it unsuitable for transportation on the aircraft, or when the property cannot be accommodated without harming or annoying other Passengers.
  - f. If the Passenger fails to Check In and present Baggage at least 30 minutes prior to scheduled departure.
  - g. Without the Passenger's identification and if the Passenger's name appears does not appear on the Baggage.
6. Fee Based Baggage Allowance. When a Passenger presents a valid Ticket for transportation between points on Contour, Contour will transport the Passenger's Baggage between such points for a fee, subject to the conditions of acceptance below and the allowances set forth in this Section. For purposes of this Section, Fee Based Baggage Allowance is defined accordingly to the number of pieces of Baggage that will be carried, either as Checked Baggage or Carry-On Baggage, provided such Baggage is within the specified Maximum Outside Linear Dimensions and weight limitations for each piece.

a. Checked Fee Baggage Allowance. Fees for checked baggage per passenger is as follows:

Free 1st item

\$20.00 2<sup>nd</sup>-4<sup>th</sup> item up to 50 pounds each

\$35.00 Sports Equipment Fee

\$20.00 Heavy Baggage Fee – any checked item (including Sports Equipment) weighing over 50 lbs. but with a maximum of 99 lbs.

b. The maximum outside dimensions for checked items is 30"W x 15"H x 45"L and be no more than 99 pounds.

c. Baggage fees paid online, through our call center, or at the airport are nonrefundable if unused.

d. A maximum of four (4) checked bags (including Sports Equipment and Gate Check items) are allowed per traveling passenger unless otherwise specified herein. Also, checked items 3 through 6 will be considered excess baggage, should there be a need to leave bags behind if there is a weight and balance issue.

e. The following exceptions apply:

i. Military Passengers traveling on orders may check, at no cost, 2 items. Duffel or sea bags can be up to a maximum weight of 99 lbs. with outside dimensions no more than 30"W x 15"H x 45"L.

ii. Lap Children are not allowed free baggage. However, a stroller or car seat will be carried at no cost when traveling with a child under the age of 8. Contour is not liable for damage to strollers.

7. Carry-On Baggage Allowance. Contour will accept one piece of Carry-On Baggage at no cost. Carry-On Baggage is subject to maximum outside dimension of 24"W x 16"H x 10"L and a maximum weight of 30 lbs. Carry-On Baggage must be retained in the Passenger's custody and stored under a seat or in an area approved for the carriage of such Baggage. Carry-on Baggage is subject to the following additional conditions:

a. In addition to the Carry-On Baggage Allowance and providing operational and space limits permit, each Passenger may carry on board the aircraft, without additional charge, any of the following personal articles:

i. One small personal article such as a briefcase, small lap-top computer, purse, day planner or camera bag.

ii. A cane, walking stick and/or crutches and/or braces or other assistive devices on the same flight with the Passenger dependent on the device.

iii. Diaper bag.

NOTE: Restrictions as to weight and size do not apply to these assistive items except in cases where they exceed the operational capabilities of the aircraft.

b. Stringed Musical Instruments such as a guitar, ukulele, violin, etc., will be allowed provided that it falls within the size limitation allowed for normal Carry-On Baggage. (There is an exception to the normal weight allowance where such instrument can be up to 40 lbs.) Should the item be larger than normal size restrictions, the Instrument will be Gate Checked and a baggage tag will be generated at the counter, and the Passenger must sign the Waiver of Liability at that time. The Instrument will be valeted at the



aircraft and placed in the baggage compartment, or, if allowed by the Flight Crew, the Ramp Agent will advise that the Instrument is allowed to be taken onboard the aircraft.

c. Other musical instruments (or larger Stringed Musical Instruments) will be handled as regular Checked Baggage or Carry-On Baggage dependent on its size. Normal fees will be assessed. Passenger must sign the Waiver of Liability or instrument will not be accepted.

d. Contour is not liable for damage to any musical instruments as Checked or Carry-On baggage.

e. Operations, security directives or other safety considerations may require limitations to the allowable Carry-On Baggage on a specific flight. Contour reserves the right in its sole and absolute discretion to determine the suitability and placement of storage of any items to be carried in the cabin of the aircraft.

f. Passenger Reroutes. A Passenger rerouted in accordance with Section V will be entitled to the maximum Baggage Allowance applicable for the trip originally purchased, regardless of whether the Passenger is transferred to a different class of service or whether the Passenger is entitled to a fare refund.

8. Cabin Baggage Requiring a Seat. When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by Contour in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the provisions below will apply:

a. A seat for the Cabin Baggage must be reserved in advance and applicable charges paid.

b. Contour will charge the applicable fare for the portion of the trip on which the extra seat is used. Normal Cabin Baggage will not be included in determining Baggage Allowance or Excess Baggage Charges.

c. Cabin Baggage must be carried aboard the aircraft by the Passenger and be secured in a seat with a seat belt.

9. Special Items. Special items listed below will be accepted as Checked Baggage by Contour in accordance with the following provisions and/or service charges specified. Charges prescribed in this Section are based on a One-Way trip and are applicable from the point at which the item is accepted to the point to which the item is transported. Where an item is not included in the Baggage Allowance, it will be subject to the total Passenger Baggage count (but not Heavy Baggage charges) and its applicable service fees as stated in Section R.6.

a. Bassinets and Infant carrying seats. An Infant bassinet or carrying seat (approved in accordance with 14 CFR Part 121.311), including car seats approved for airline travel, will be accepted for use in the Passenger compartment only when an additional seat is reserved for the Infant, a Ticket is purchased, and the Infant carrying seat (bassinet or car seat) can be secured properly by a seat belt.

b. Battery Powered Hand Tools. Battery Powered Hand Tools will be accepted as Checked Baggage subject to the conditions specified below:

i. The battery must be removed from the Powered Hand Tool to prevent the tool from becoming engaged.

ii. Contour is not liable for loss, damage or delay in delivery of Battery Powered Hand Tools.

iii. Battery terminals must be insulated or protected against short circuits.

10. Firearms and Ammunition. Acceptance of firearms and ammunition is at the sole discretion of Contour staff and will be considered Sports Equipment only when permitted by governmental regulations.

i. Firearms will be accepted only from a customer who is 18 years of age or older. In accordance with U.S. Federal law, a Passenger who presents Baggage containing a firearm must declare and demonstrate that the weapon is unloaded.

ii. Advance arrangements must be made.

iii. A declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, will be attached to the trigger guard on the inside of the case declaring that the firearms are not loaded.

iv. Rifles and shotguns must be packed in hard-sided locked cases. Containers must meet IATA requirements.

v. Handguns must be packed in hard-sided lockable luggage. Baggage containing handguns must be locked at the time of acceptance by Contour and the key or combination retained in the Passenger's custody.

VI. Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to Passengers.

VII. Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable as checked or Carry-On Baggage.

VIII. Properly packaged small arms Ammunition up to a maximum of 11 lbs. (5 kgs.) may be checked as Baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal containers and the Ammunition inside the container must be protected against shock and secured against movement.

Ammunition must be packed separately from the firearm. The Passenger shall make a written declaration confirming that the above provisions are met. The maximum gross weight of Ammunition accepted for carriage on any one aircraft is limited to 70 pounds (31.8kgs). Ammunition with explosive or incendiary projectiles will not be accepted.

EXCEPTION: A law officer will be permitted to carry a firearm onboard the aircraft in compliance with applicable federal, state law or governmental regulations provided advance notice is received by Contour.

11. Sports Equipment. Sports Equipment such as bicycles, golf bags, archery bow cases, are subject to the Sports Equipment fee. In addition, Contour is not liable for damage to any Sports Equipment. The criteria listed below apply to those specific items and will be accepted as Checked Baggage by Contour subject to the following conditions and payment of prescribed charges:

a. Bicycles will only be accepted on Contour if the bicycle or bicycle case does not exceed the maximum width of 30 inches and can fit within the interior confines of the cargo area. Bicycle tires are considered a part of the accompanying Bicycle if unmounted.

Contour is not liable for damage to bicycles that are not contained in a hard-sided case.

b. Golf Equipment. For purposes of this provision, one standard golf bag containing one

set of golf clubs, golf balls, and one pair of golf shoes will be considered as one item of Sports Equipment. The golf bag should be appropriately covered (e.g., zipped and/or locked in a golf bag carrying case). Contour is not liable for damage to Golf Equipment that is not contained in a hard sided case. EXCEPTIONS: Standard Golf bags that do not contain golf equipment will be considered normal Baggage (not Sports Equipment) and will be subject to standard/Heavy Baggage Fees and Baggage count. Golf bags with built in garment bags or coolers will be considered Sports Equipment and subject to Heavy Baggage Fees and Baggage count.

c. Archery Bow Case. A Bow Case is defined as one bow case containing bow(s), quiver of arrows and maintenance kit. The Bow Case is considered Sports Equipment and subject to the normal fees as such.

d. Hover Boards with Lithium Batteries in carry-on baggage or checked baggage. Contour will **NOT** accept the transport of hover boards or any item resembling a skateboard without wheels which contains lithium or lithium ion batteries.

e. Personal Human Transporter. For the purposes of this Rule, a Personal Human Transporter is defined as a 2-wheeled battery powered personal transportation device. Contour does not accept Personal Human Transporter devices.

12. One wheelchair per Passenger will be carried no charge as Checked Baggage if it meets sizing requirements. A second wheelchair is subject to standard Baggage Fees and charges. The wheelchair will be carried in the cargo compartment of the aircraft.

13. Fragile or Perishable Items. A fragile or perishable item may be accepted as Checked Baggage in accordance with this Rule only if it is packaged appropriately (e.g., in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material). Upon request and subject to operational needs or space availability, a fragile or perishable item may be carried in a seat subject to the provisions and applicable charges in Section C-S.

14. Dry Ice. Dry Ice will be accepted for carriage in Checked Baggage or Carry-on Baggage as long as the ice is being used to keep an item cool. Contour will accept no more than 5.5 pounds of dry ice, properly packaged per DOT Hazardous Materials Guidelines, per customer. The Passenger must let the counter agent know that he or she is carrying Dry Ice.

15. Seafood and prepared foods in boxes or coolers are subject to standard Baggage Fees/Heavy Bag Fees/Baggage Counts. Contour is not liable for spoilage of seafood or prepared foods due to any delays or weather conditions that may prevent the normal operation of scheduled or nonscheduled flights. Seafood and prepared foods will be accepted only if it is wrapped in sealed protective material and packed in a leak-proof container. Contour will not accept these items packed in Styrofoam containers.

16. Contour is not liable for damage to a Passenger's Checked Baggage, Carry-on Baggage or other property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Passengers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property

17. Contour is not liable for loss/damage of contents or delay in delivery which result from the unsuitability of such item as Checked Baggage and/or the inadequacy of its packaging and not from Contour's failure to exercise the ordinary standard of care.

18. Contour will not accept wet ice or items containing wet ice as Carry-on Baggage or Checked Baggage.

19. Contour will not accept any item that is either confiscated or denied air transport by TSA.

20. Restricted Articles. No dangerous goods or Hazardous Materials will be accepted onboard any Contour flight unless specifically exempted as a dangerous good or Hazardous Material by 49 CFR Parts 171-180 and/ or the International Air Transport Association Dangerous Goods Manual.

21. Weight/Size/Excess Limitations and Charges.

a. Subject to the requirements of Baggage Allowances, Baggage in excess of the maximum Baggage Allowances will be accepted for transportation only upon payment of Excess Baggage Charges and Oversize/Overweight Baggage charges specified in the baggage fees and will be accepted on a space-available basis only and will be carried subject to the load capacities of the aircraft.

b. Applicable Charges for Excess Baggage Charge is defined as the fee that is charged on a one-way trip basis for Carriage of an item that is in excess of the Baggage Allowance. A maximum of one Overweight or one Oversize charge will be applied to each checked baggage (in addition to the First, Second and Excess Charges).

## **S. Flight Delays, Cancellations, Aircraft Changes**

### **1. General**

Where the Contour flights originate in the U.S.A., the provisions of this Section apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Change in Schedule, Force Majeure Event or a Schedule Irregularity. We strongly advise all Passengers to provide Contour with multiple contact phone numbers, accurate e-mail, and a proper mailing address. Contour will make every attempt to notify Passengers of any flight delays, cancellations or diversions as soon as any decision to make such a change is confirmed. On the day of departure, Contour employees will update Passengers as frequently as practical on the status of the flight. Contour will not refund tickets for travel on another airline if a Passenger does not choose to accept the alternatives given by Contour.

2. Contour is released from any rescheduling liability if the Passenger fails to provide Contour with proper contact information and we cannot reach the Passenger with a schedule change in a timely matter.

3. Schedules are Subject To Change without Notice. Times shown on tickets, timetables, or elsewhere are not guaranteed and form no part of the Contract of Carriage. Contour will notify Passengers at the gate and on board an affected aircraft, in a timely manner, of the best available information regarding known delays, cancellations, and diversions. Contour will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of Contour is authorized to bind Contour by any flight information statement.

4. Definitions. For the purpose of this Section S, the following terms have the meanings below:

a. Change in Schedule – an advance change in Contour’s schedule that is not a unique event such as a Schedule Irregularity or Force Majeure Event as defined below.

b. Connecting Point – a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.

c. Delivering Carrier – a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.

d. Force Majeure Event – Any condition beyond Contour’s control including, but not limited to, acts of God, riots, earthquakes, tsunamis, volcanic activity, bird strike, civil commotions, embargoes, wars, hostilities, terrorist threats, disturbances or unsettled international conditions, either actual, threatened, or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition;

i. Disclaimer: In the event of a Force Majeure Event, Contour without notice may cancel, divert, terminate, or delay any Contour flight without liability and determine if any departure or landing should be made, without any liability to Contour. Contour may reschedule passenger on another available Contour flight or refund any unused portions of the ticket in the form of a travel certificate due to:

ii. Any strike, work stoppage, slowdown, lockout, or labor-related dispute involving or affecting Contour’s services;

iii. Any governmental regulation, demand or requirement;

iv. Any shortage of labor, fuel, or facilities of Contour or operating partners;

v. Damage to Contour’s aircraft or equipment caused by another party, bird strike, etc.;

vi. Any emergency situation requiring immediate care or protection for a person or property;

vii. Any event not reasonably foreseen, anticipated or predicted by Contour.

viii. In the circumstance of a Force Majeure Event, Contour will, at its election arrange one of the following:

(1) Transport the Passenger on its own flights, subject to availability, to the Destination as shown on the Passenger’s original itinerary/ticket to reflect the same original date of travel and a flight departing closest to the original flight times at no additional charge.

(2) Contour may refund the amount paid to the original form of payment

(3) Contour shall not be responsible for reimbursement or claims of additional expenses incurred by Passenger as a result of a delay, diversion, or cancellation due to a Force Majeure Event.

e. Misconnection as a result of a Schedule Irregularity – A delay in a scheduled departure or arrival of a flight due to a mechanical issue with the Contour aircraft and occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier (Contour) was unable to deliver Passenger to the Connecting Point in time to connect with the Original Receiving Carrier’s flight.

i. In the event of a misconnection, Other Airline (OA) connecting flight information MUST be indicated in Contour’s reservations system as confirmed in conjunction with the Contour flight, be issued on the same ticket stock, and same ticket number or conjunction ticket number as the Contour flight. Only then will Contour assist Passenger with making acceptable arrangements for carriage or refund the fare amount paid by Passenger.

ii. Misconnection Disclaimer – Contour cannot guarantee Passenger transportation to a connecting flight on Contour or on another airline. Contour will rebook Passenger on the next available Contour flight, or refund the unused portion of the Contour ticket in the form of a travel certificate in accordance with ticketing requirements above.

iii. Contour shall not be responsible for additional costs or expenses Passenger may incur as a result of the delay, cancellation, or misconnection except as otherwise noted.

f. Original Receiving Carrier(s) – a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.

g. Schedule Irregularity– any of the following irregularities:

i. Delay in scheduled departure or arrival of a carrier’s flight resulting in a Misconnection;

ii. Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier’s flight;

iii. Substitution of aircraft type that provides different classes of service;

iv. Schedule changes which require Rerouting of Passengers at departure time of the original flight; or

v. Cancellation of a reservation by Contour pursuant to Section D.

vi. Refund pursuant to Section V.

## 5. Change in Schedule

When a Passenger’s Ticketed flight is affected because of a Change in Schedule, Contour will, at its election arrange one of the following:

a. Transport the Passenger on its own flights, subject to availability, to the Destination as shown on the Passenger’s original itinerary/ticket to reflect the original date of travel and a flight departing closest to the original flight times at no additional charge.

b. Refund the total amount of the fare affected by the flight disruption as paid by Passenger if Contour is unable to rebook services acceptable to Passenger.

c. Contour shall not be responsible for additional costs or expenses Passenger may incur as a result of the delay, cancellation, or misconnection except as otherwise noted.

## 6. Schedule Irregularity

a. Disclaimer: Contour shall not be liable for additional costs or expenses incurred by Passenger as a result of a Schedule Irregularity except as noted below. Except to the extent to provide in this Section and the Warsaw Convention, Contour shall not be liable for any Schedule Irregularity resulting as a delay, misconnection or cancellation. Contour will only be responsible for transportation from Point A to Point B as agreed on the original contract with passenger.

b. In the event of a Schedule Irregularity, Other Airline (OA) connecting flight information MUST be indicated in Contour's reservations system as confirmed in conjunction with the Contour flight, be issued on the same ticket stock, and same ticket number or conjunction ticket number as the Contour flight. Only then will Contour assist Passenger with making acceptable arrangements for carriage (based on minimal cost and flight availability with the other airline) if arrangements are not possible Contour will refund the fare amount paid by Passenger in the form of a travel certificate.

c. Contour cannot guarantee passenger transportation to a connecting flight on Contour or on Other Airline. Contour will rebook Passenger on the next available Contour flight, Other Airline, or refund unused portion of Contour ticket in the form of a travel certificate in accordance with ticketing requirements above.

d. Passengers affected by a Schedule Irregularity on Contour may be assisted with one or several of the following measures and certain amenities may be provided:

i. Meals. Passengers will be provided with one meal if the delay is beyond four (4) hours, reimbursement for one meal up to \$14.00 per Passenger for one meal only.

ii. Lodging. Contour will make every effort to provide hotel accommodations reasonably near the Airport when a delay is expected to exceed four (4) hours between 10:00 p.m. – 6:00 a.m., and the delay is not in the city of Passenger's domicile.

iii. Ground Transportation. When lodging is furnished, ground transportation will be coordinated through the hotel's shuttle service established under Contour's lodging contract. Contour will not reimburse any car rental expenses.

iv. Special Services. For passengers requiring Special Services, Contour will provide such amenities as necessary to maintain the safety and welfare of qualified passengers with disabilities, unaccompanied minors, and the elderly.

v. Communications. Contour will make commercially reasonable efforts to provide updates regarding delays to passengers, based on availability of information and/or change in status of flight.

vi. Contour's responsibility for meals and accommodations shall extend only as far as the Passenger's arrival at the final destination to which Contour originally agreed.

7. Delay, Diversion, Cancellation, Misconnection. When Passenger's ticket is affected because of a delay, diversion, cancellation, misconnection caused by Contour, Contour will take the following measures:

a. Transport the Passenger on its own flights, subject to availability, to the Destination as shown on the Passenger's original itinerary/ticket to reflect the original date of travel and a flight departing closest to the original flight times at no additional charge.

b. At Passenger's request (provided the tariff covering the original transportation permits routing via the carrier which will transport the Passenger) Contour will re-accommodate Passenger in the same class of service on the next available flight on another carrier, or combination of carriers, if the length of the delay to Passenger's destination is expected to exceed four hours.

c. Amenities for Delayed Passengers. In the event delayed or cancelled flights are caused by circumstance beyond Contour's control, such as Force Majeure events as defined, Contour is not liable for the amenities specified in this Section S.7.c. Contour's responsibility for meals and accommodations shall extend only as far as the Passenger's arrival at the final destination only to which Contour originally agreed:

i. Lodging. Provided when a delay is expected to exceed four (4) hours between 10:00pm-6:00am, and the delay is not in the city of Passenger's domicile, Contour will make every effort to provide hotel accommodations reasonably near the airport. If Contour is unable to secure hotel accommodations, Contour will reimburse Passenger of USD \$89.00 maximum total per night for up to four (4) passengers traveling in one party, thereafter, an additional \$10.00 per additional passenger traveling in the same group. Contour cannot guarantee lodging as an option during high season events where accommodations may not be readily available. Lodging will not be furnished:

(1) To Passenger whose trip is interrupted either at a city in which Passenger permanently resides or is Passenger's Point of Origin or

(2) The destination city/airport designated on Passenger's Ticket and the city/airport Passenger is diverted to are located on the same island or

(3) When interruption is due to circumstances outside Contour's control such as weather condition and air traffic control delays and refer to Force Majeure Events.

ii. Meal. Passengers will be provided with one meal if the delay is beyond four (4) hours, reimbursement for one meal up to \$14.00 per passenger for one meal only.

iii. Ground Transportation. When lodging is furnished, ground transportation will be coordinated through the hotel's shuttle service established under Contour's lodging contract. Contour will not reimburse any car rental expenses.

iv. Special Services. For passengers requiring Special Services, Contour will provide such amenities as necessary to maintain the safety and welfare of qualified passengers with disabilities, unaccompanied minors, and the elderly.

v. Communication. Contour will do its best to provide updates regarding delays to passengers every 15 minutes, based on availability of information and/or change in



status of flight.

8. Extraordinary Circumstances on Board Aircraft. Contour will use reasonable efforts to provide food, water, restroom facilities and access to medical treatment for Passengers on board an aircraft that is on the ground for an extended period without access to the terminal, consistent with Passenger and employee safety and security concerns. In cases of tarmac delays of two hours or more, Contour will institute the following procedures:

a. In the instance where passengers are required to remain onboard an aircraft on the tarmac in excess of two hours, Contour will distribute food (pretzels, granola bars or similar) and potable water no later than two hours 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.

b. In the instance where an aircraft is required to hold on the tarmac, Contour will return to the gate.

c. In the instance where medical assistance is needed, Contour will utilize passengers or employees with medical expertise (licensed doctor, nurse or crew members) 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.

d. Contour 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.

9. Contour will not be held liable or associated with a wrongful cause to the delay or cancellation barring any unforeseen circumstance beyond its control's or responsible to attributing any additional costs incurred to the passenger such as separate accommodations for air tours, air travel, car rentals, ground tours, motor cycle rentals, restaurant, scuba diving, skiing, spa, salon or cost based recreational and personal engagements.

## **T. Denied Boarding Compensation**

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

### **1. Voluntary**

a. Contour will ask for customers to voluntarily relinquish their seats in exchange for compensation in the form of a travel credit as determined by Contour. The request for, and selection of, volunteers will be in a manner determined solely by Contour. Because the selection of volunteers is based on a variety of factors, and because we may have more volunteers than we need, some volunteers may not be selected.

## 2. Involuntary

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

- i. Ease of re-accommodation
- ii. Fare/Class of Service purchased
- iii. Time of check in
- iv. Boarding preference may be given to Frequent Flyer or other program members based on their status in the program and time of check in
- v. Special efforts will be made to never involuntarily deny boarding to Passengers requiring special assistance or to unaccompanied minors

At a minimum, Contour will offer the following travel compensation to Passengers which Contour denied boarding involuntarily: a transferable voucher for one free one way ticket on Contour within Contour's network and a cash refund of the total fare paid for the segment denied boarding.

3. Transportation for Customers Who Are Denied Boarding. Contour 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.

4. Waiver of Denied Boarding Compensation. Denied boarding compensation payment may not be made if:

- a. The Passenger has not complied with the applicable time limit for presenting himself or herself at the boarding gate even if the Passenger has already checked in at another location.
- b. The Passenger 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 Passenger seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.
- c. The flight for which the Passenger holds confirmed reserved space is unable to accommodate that Passenger because of the substitution of equipment of lesser capacity when required by operational or safety reasons.
- d. Contour arranges comparable air transportation, or other transportation used by the Passenger at no extra cost to the Passenger, that at the time such arrangement is made, is planned to arrive at the airport of the Passenger's next stopover or, if none, at the airport of the final destination not later than one hour after the planned arrival time of the Passenger's original flight or flight(s).
- e. If Contour refuses to transport the passenger for any of the reasons permitted under in this Contract of Carriage or at the sole discretion of the aircraft's Captain.

5. Free Air Transportation as Compensation for Travel. Free air transportation is limited to one round trip ticket from any one city served by Contour to any one destination served by Contour

within the Contour network. 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.

The voucher for free air transportation must be exchanged for a Ticket within one year from the date of issuance of the voucher. Tickets issued in exchange for free air transportation vouchers are valid for one year from the date of ticket issuance. All travel must be completed within one year of the date of Ticket issuance. Space is subject to availability at time of booking and travel must be via Contour only and via the most direct routing on which space is available. A stopover will be permitted only at the customer's outward destination. The Ticket has no refund value and may be rerouted and reissued only by Contour. A passenger involuntarily denied boarding may decline this transportation benefit and receive the cash payment specified in Section V describing involuntary compensation. Contour policies and procedures on voluntary and involuntary denied boarding, including applicable check-in deadlines, are available from authorized Contour agents and on the Contour or affiliate websites [contourairlines.com](http://contourairlines.com).

## U. Rerouting

1. Rerouting Eligibility. Unless the fare purchased otherwise indicates, Contour will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof then held by the passenger plus payment of any applicable fees, charges, and fare differentials.

### 2. Fare Applicable to Rerouting or Change in Destination

a. Passengers may change the routing and/or the ultimate destination designated on his/her ticket provided that, after transportation has commenced, a one-way ticket will not be converted into a Round Trip, Circle Trip, or Open Jaw Trip ticket.

b. Except as otherwise provided in this Contract of Carriage, the fare and charges applicable to any changes in itinerary, class of service, or change in ultimate destination made at the Passenger's request at an office of Contour prior to arrival at the ultimate destination named on the original ticket, shall be the fare and charges in effect on the date when the revised routing and/or ultimate destination is entered on the passenger's new ticket. Any difference between the fare, penalties, and service charges applicable to the original ticket issued to the Passenger will be either collected from or refunded to the passenger, as the case may be.

## V. Refunds

### 1. Refunds – Involuntary

a. The amount Contour will refund upon surrender of the unused portion of the Passenger's Ticket for involuntary reasons pursuant to Section T.2 will be as follows:

- i. If no portion of the ticket has been used: An amount equal to the fare and charges paid. EXCEPTION: Contour shall not be obligated to refund any portion(s) of a fully unused Ticket which does not reflect a confirmed reservation on a Contour flight involved in a Schedule Irregularity, unless such ticket was issued by Contour.
- ii. If a portion of the Ticket has been used:
  - 1) One Way fares – An amount equal to the lowest comparable one way fare for the class of service paid for the segment not flown
  - 2) Round Trip, Circle Trip, or Open Jaw fare – 50% of the roundtrip fare for the class of service paid, for the segment not flown
  - 3) Area Fare/Flat Rate Fare – The refund amount will be computed by applying the same rate of discount, if any, applied in computing the original fare from the point of termination to the destination on the ticket, stopover, or the point where transportation will be resumed via the routing specified on the ticket, if the point of termination was on the routing of the ticket; or if the point of termination was not on the routing specified on the ticket, the direct routing of any carrier operating service between such points.
  - 4) If no fare of the type (fare basis) paid by the passenger is published between the termination point and the passenger's destination or next stopover point, the refund amount will be the same proportion of the normal coach (Y) fare published between the termination point and the destination or next stopover point, as the fare paid is of the normal coach (Y) fare between the passenger's point of origin or previous stopover point and destination or next stopover point. EXCEPTION: Contour shall not be obligated to refund any portion(s) of a ticket which does not reflect a confirmed reservation on a Contour flight involved in a Schedule Irregularity, unless such ticket was issued by Contour.

b. Refund will be made in accordance with this Section, provided application for such refund has been made prior to the expiration of ticket.

c. Involuntary refunds will be subject to a \$25 administrative handling fee if to original form of payment.

## 2. Refunds – Voluntary.

For tickets eligible for refunds, unless it is an involuntary refund as stated in Section, Contour will, upon the Passenger's surrender of the unused portion of a Contour issued ticket or e-Ticket or confirmation, refund to the Passenger as follows:

a. For any Contour ticket, cancelled within 24 hours from the date of original purchase, refunds will be refunded in full to the original form of payment.

- i. Refund may be applied to a travel voucher valid for 1 year only from the booking date of the original reservation less any cancellation fees. The expiration date of the travel voucher cannot be extended. Contour is not responsible for lost or missing voucher or PIN codes.
- ii. The value of this travel voucher may be applied to any new reservation, all change fees plus any fare difference will apply. Please call our reservation center or visit our website to apply your voucher to a new ticket.

b. For any Contour ticket, cancelled outside of 24 hours from the date of original purchase, refunds will be made in accordance to the fare rule.

3. Contour assumes no obligation to issue a voluntary refund unless such ticket was issued by Contour as a Contour Ticket. The term "Contour Ticket" means tickets printed, imprinted or issued electronically with the Contour "LF" carrier code as part of the ticket serial number or 6 digit confirmation number issued via the Contour's reservation system.

4. Any applicable administrative service charge or cancellation fee included as part of the published fare rule for the ticket in question will be deducted from the amount to be refunded under this Section T.

5. Contour will process refunds for eligible tickets within 7 business days from request of refund for credit card purchases. Credit card refunds that are not able to be refunded due to miscellaneous reasons will be refunded by Contour Company Check.

6. Refunds may be in the form of an electronic voucher or credit.

7. Refunds are subject to a \$25 administrative fee when made to the original form of payment in conflict with of the fare rules of the fare purchased

8. In order to be eligible for a refund, a customer who abandons a trip due to irregular operations beyond the control of Contour must cancel the remaining reservation with Contour through the Call Center, or airport agent, prior to departure of the irregularly operated segment.

9. Customers that abandon a trip without first notifying Contour will be considered a "no show" for the abandoned flight segment and will not be eligible for a refund or use the remaining balance of their reservation.

10. Persons to Whom Refund is Made

a. Except as provided below, Contour will refund in accordance with this Rule only to the person named as the passenger on the ticket.

i. EXCEPTION 1:

(1) Tickets issued against a Transportation Request issued by a government agency, other than the U.S. Government, will be refunded only to the government agency that issued the Transportation Request.

(2) Tickets issued against a U.S. Government Transportation Request (GTR) will be refunded only to the U.S. Government agency which issued the GTR by check made payable to the "Treasurer of the United States".

(3) Tickets issued against a credit card honored by Contour will be refunded only to the account of the person to whom such credit card was issued.

(4) Tickets issued in the name of a minor will be refunded to the parent, guardian, or a third party as designated in accordance with Exception 2 below.

ii. EXCEPTION 2: If, at the time of purchase, the purchaser designates on the Ticket another person or entity to which refund shall be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing himself/herself as the person so designated on the Ticket exchange order shall be deemed a valid refund, and Contour will not be liable for another refund to the purchaser or any other person

iii. EXCEPTION 3: If at the time of application for refund, evidence is submitted that a company purchased the Ticket on behalf of its employee, or the travel agent has made a refund to its client, such refund will be made directly to the employee's company or the travel agent.

## 11. Nonrefundable Tickets

a. General Rule. Contour will not refund any portion of a ticket that is purchased with a nonrefundable fare, including the fare and any taxes, fees, or other charges included within the total price paid for the ticket.

b. Application of Unused Ticket toward Future Ticket Purchase. Contour may, at its discretion, allow a portion of the nonrefundable fare paid for an unused and unexpired nonrefundable Contour ticket to be applied towards the purchase of future travel on Contour, provided it is done in accordance with the applicable fare Rule in place at the time of such request. Change fees and other administrative charges may apply. Any portion not so applied will not be refunded in any form.

## W. Additional Liability Limitations

1. Warsaw Convention Application. Contour agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international transportation hereunder as defined in the Warsaw Convention:

- a) Contour shall 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 the Warsaw Convention;

- b) Contour shall 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 100,000 Special Drawing Rights (SDRs);
- c) Except as otherwise provided Sections W.1.a and W.1.b above, Contour reserves all defenses available under the Warsaw Convention to such claims. With respect to third parties, Contour reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity;
- d) Contour 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;
- e) Liability for delay of the Passenger shall not exceed the limitation set forth in the Warsaw Convention;
- f) Nothing herein shall be deemed to affect the rights and liability of Contour with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger; and
- g) Any action brought pursuant to the Warsaw Convention is barred unless commenced within two years of the alleged occurrence.

2. General Limitation of Liability. Except to the extent the Warsaw Convention or other applicable law may otherwise require or except as specifically provided otherwise in this Contract of Carriage, the following limitations of liability apply:

- a) Contour shall not be liable for any death, injury, delay, loss or other damage of whatsoever nature (hereafter referred to collectively as “damage”) arising out of or in connection with carriage or other services performed by Contour, unless such damage is proven to have been caused by the sole negligence or willful misconduct of Contour and there has been no contributory negligence on the part of the Passenger.
- b) Contour shall not be liable for any damage arising out of Contour’s compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger’s failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger’s reliance on advice provided by Contour regarding such laws, regulations, orders, Rules, requirements or security directives.
- c) Contour shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by Contour, whether or not Contour had knowledge that such damage might be incurred: (i) In situations arising

under Section through Section, Contour shall not be responsible for compensatory, consequential, or other damages. Except as otherwise set forth herein, the passenger's sole and exclusive remedy shall be Section T.2 (Refund – Involuntary).

- d) Any limitations or exclusions of liability of Contour shall apply to and be for the benefit of Contour's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by Contour and its agents, employees or representatives acting within the scope of their employment.
- e) Domestic Carriage Limitation of Liability for Baggage. If all of the Passenger's Ticketed segments are for carriage within the U.S.A., the following shall apply: Liability for the loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher value is declared in advance and additional charges are paid and personal property is not otherwise exclude able), is limited to USD \$3,500.00 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. Contour shall not be liable for any consequential damages arising from the loss of, damage to or delay in delivery of Baggage.

3. Contour assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.

4. In the case of lost, damage to or delay in delivery of a Passenger's personal property, including Baggage, a preliminary notice of claim must be submitted to Contour by the passenger within four hours after arrival of the flight on which the Baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at Contour's sole and unfettered discretion), no action shall lie against Contour. After preliminary notice of claim to Contour by the Passenger, the Passenger must obtain a written claim form from Contour. The completed written claim form pertaining to the claimed lost, damage to or delay in delivery of a Passenger's personal property, including Baggage must be received by Contour's reservation center from the Passenger within 15 days after flight date. If the Passenger fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at Contour's sole and unfettered discretion), no action shall lie against Contour.

Further, Contour requires that receipts be presented for all reasonable expense reimbursements incurred due to the delay of Passenger's bag, entitled after 24 hours unless the occurrence is on the last flight for that destination. Reasonable expenses to cover for necessities such as toiletries and clothing, taking into account the ability to use the new items in the future, will be at USD \$75.00 per day for up to 3 days with original receipts presented to Contour. Payment will be made by check and mailed to the address on record.

5. Wheelchairs and Other Assistive Devices. For domestic travel only, the baggage limitations of liability set forth in this Section do not apply to claims for loss, damage or delay concerning



wheelchairs or other assistive devices. Liability for a lost or irreparably damaged wheelchair or other assistive device will be the original purchase price of the device, or where repairable, the actual cost of repair. Documentary proof is required from the Passenger for any claim for damages, loss or repair. Contour has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. The notice and claim requirements of this Section apply to any claims for wheelchairs and other assistive devices.

#### 6. Exclusions from Baggage Liability (Applies to Domestic and International Carriage).

Notwithstanding the foregoing limitations, Contour shall not be liable for the loss of, damage to or delay in delivery of any fragile or perishable items, nor for loss of, damage to or delay in delivery of any of the following:

- a) Antiques, artifacts, heirlooms, collectibles, religious items and artifacts;
- b) Frozen or preserved food and related items;
- c) Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles;
- d) Business equipment and business samples;
- e) CDs, DVDs, MP3s;
- f) Chinaware, glass, ceramics, pottery;
- g) Computer hardware/software and electronic components/equipment;
- h) Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures or do not provide sufficient protection to the contents;
- i) Items checked in corrugated/cardboard boxes, including cardboard boxes provided by Contour, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);
- j) Electronic and mechanical items, including cell phones, electronic games; and other related items;
- k) Eyeglasses, Binoculars, Prescription Sunglasses and Non-Prescription Sunglasses and all other eye wear and eye/vision devices;
- l) Garment bags not designed for travel;
- m) Irreplaceable items;
- n) Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
- o) Jewelry;
- p) Keys;
- q) Liquids, Perfumes, Liquor, jerkins;
- r) Medicines, medical equipment;
- s) Money, gift cards and gift certificates;
- t) Natural fur products;
- u) Perishable items such as food, seafood, tobacco and related items;

- v) Photographic/cinematographic/audio/video equipment, cameras and related items;  
Precious metals/stones;  
Firearms and Ammunition;
- w) Sports Equipment;
- x) Tools, battery powered hand tools, tool boxes/containers;
- y) Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
- z) Silverware, knives, swords;
- aa) Watches (Timepieces);
- bb) Works of art such as paintings or sculptures; or
- cc) Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Carry-on Baggage with or without the knowledge of Contour

7. Contour shall not be liable for:

- a) Baggage not claimed by Passenger immediately upon arrival
- b) damage caused by a Passenger's property, whether such damage is to the Passenger's own property or to other's property
- c) damaged Baggage that is received in such condition when delivered by the Passenger or another carrier for transfer to Contour
- d) loss of, damage to or delay in delivery of any Baggage accepted by another carrier for transfer to Contour, if the Baggage is not acceptable for transportation as Checked Baggage by Contour
- e) damage to Sports Equipment (such as Archery Equipment, Boogie/Skim/Speed Boards, Bowling Equipment, Fishing Equipment, Hang Gliding Equipment, Hockey/Lacrosse Sticks, Javelins, Kite boarding Equipment, Oars, Pole Vaulting Equipment, Pool Cues, Re-breather Equipment, Scuba Diving Tanks, Scuba/Diving Equipment, Water Skiing/Snow Skiing/Snowboarding Equipment, Surfboards, Surfboard Equipment Containers, Surfboard Bags, Wave Skis, Wake-boards and Windsurfing Equipment, but not limited to these specific items)
- f) damage to Golf Equipment that is not contained in a hard-sided case
- g) damage to bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material, or are not contained in cardboard containers or hard sided cases
- h) damage to Personal Human Transporters
- i) damage to musical instruments
- j) damage to strollers
- k) any Baggage for which Contour and/or its' agents or representatives or any other airline has received a signed release form from the Passenger
- l) damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil
- m) loss of or damage due to normal wear and tear affecting protruding parts such as wheels or feet, external pockets, pull handles, hanger hooks, external locks, pull straps

and security straps, unless the baggage handling determines the damage is a direct result that impairs the functionality of the baggage. All claims will be handled with careful and proper investigation

- n) loss of or damage to articles due to a manufacturer's defect or due to overpacked or overweight Baggage
- o) loss of or damage to articles which are strapped, fastened or otherwise secured to other Checked Baggage and which are not independently tagged and/or packaged. Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas
- p) damage caused by improperly packed Checked Baggage or Carry-On Baggage
- q) the loss of, damage to or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued
- r) the loss of, damage to or delay in delivery of any Checked Baggage of an employee of an airline other than Contour or such employee's family or friends traveling on a non-revenue pass
- s) delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Section D.4.

8. A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. Contour will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and Contour will not be responsible if any animal is refused passage.

#### 9. Declaration of Higher Value for Checked Baggage

- a) A Passenger may, when checking in for a flight and presenting Baggage to be checked for transportation, declare a value higher than the maximum limitation of liability amount specified herein subject to the conditions and charges below, in which event Contour liability shall not exceed the higher declared value
- b) Total declared value may not exceed USD \$5,000.00
- c) Declaration of higher value shall not apply to any items in Section W.1
- d) Contour has the discretion to not accept Baggage of any one Passenger having a declared value in excess of USD \$5,000.00 unless special arrangements have been made in advance by the Passenger with Contour.
- e) Higher value charges will be payable on a one-way basis at the point of Origin for the entire journey to the final Destination, provided that, if at a Stopover en route, a Passenger declares a higher excess value than that originally declared, additional value charges for the increased value from Stopover to the final Destination will be due from the Passenger.
- f) Higher value charges will be due from the Passenger to Contour only to the point to which the Baggage is checked, or to the point of Transfer to another carrier if such point is before the point to which Baggage is checked.

10. Delivery of Baggage. Contour will use reasonable efforts to return Checked Baggage within 24 hours of notice in writing by the Passenger of a delayed bag. Contour will attempt to contact any Passenger who's unclaimed, Checked Baggage contains a name and address or telephone number. Delivery method will be conducted by any company of choice by Contour.

11. Limitation of Liability.

- a) Contour's liability for damage, if any, shall be limited to occurrences on its own flights only
- b) A carrier issuing a ticket or checking baggage 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
- c) Contour shall not be liable for the death or injury of a Passenger not occurring on its own operated flights
- d) Contour's liability in the case of refusal to transport Passenger on a specific flight or removal of a Passenger en route pursuant to Section P shall be limited to the refund value of the unused portion of the passenger's ticket in accordance with Section T.

## **X. Customer Service Concerns**

Contour is committed to providing every passenger with quality customer service and support. Please contact us if with all comments or complaints. Complaints must be submitted in writing within 30 days of incident so that they may be resolved in a timely manner. Any complaints submitted after 30 days of incident will be recorded but will not be guaranteed action or a resolution. Please email [customercare@contourairlines.com](mailto:customercare@contourairlines.com)

## **Y. Privacy Notice**

Contour is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when a Contour Ticket is booked or purchased, or when an individual, group, or entity participates in Contour programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a Ticket; participating in services; obtaining ancillary services, including accommodating Special Service Requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flier or other promotional programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining TSA clearance; complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of Contour.

Upon booking a ticket for transportation or purchasing other services, the purchaser and the Ticketed passenger authorize Contour and its affiliates and authorized agents to (1) collect, process, retain and use, and (2) transfer to third parties, including other carriers and government agencies, for their use, processing and retention, such personal data as Contour deems necessary to carry out the above-mentioned business purposes. Any purchaser or passenger may contact Contour at the address set forth below to review and rectify their personal data on file. If a purchaser or passenger objects to Contour maintaining and using their personal data for marketing purposes, written requests to opt out of optional programs can be made to: [customercare@contourairlines.com](mailto:customercare@contourairlines.com).

## **Z. Passengers Requiring Assistance: Traveling in the 9 Seat Jetstream**

It is Contour's policy to provide equal opportunity for all potential travelers. Contour will not refuse to provide transportation to a disabled individual who may be transported in accordance with the its FAA-approved operating procedures on the basis of his or her disability, provided that he or she is able ascend and descend stairs without the use of a lift device. Contour 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 of Carriage and may refuse to provide transportation to any customer whose carriage would violate federal regulations (including FAA and TSA regulations) or Contour's FAA-issued operating manuals. In exercising this authority, however, Contour's personnel will not discriminate against any disabled individual solely on the basis of his or her disability.

For the safety of all passengers, crew, and ground support personnel, in order to travel Contour's Jetstream 3100 and 3200 aircraft, passengers must be able to ascend and descend several steps to board the aircraft without the use of a lift device. Contour's Jetstream 3100 and 3200 aircraft are configured to only hold 9 passengers and therefore, Contour is not required to provide enplaning or deplaning lift devices. Please refer to the Air Carrier Access Act, section 382.97 for more details.

Customers who, because of age, mental or physical condition, disability or impairment, that requires 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 Contour's employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times. Contour will extend this assistance to all qualified individuals with a disability as this legal term is defined in applicable law and DOT rules to protect all those who may otherwise suffer from discriminatory practices. If any passenger requires assistance, Contour requests that such needs be communicated at the time the reservation is made, or if the reservation is made online, that the passenger contact Contour's Call Center so the need can be documented in the passenger's reservation through a Special Service Request and that Contour's staff can be prepared for the passenger's arrival at the airport.