



CONTRACT OF CARRIAGE

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

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Definitions

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

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

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

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

Code Share: An agreement between airlines where a partner air carrier places its two letter designator code on flights operated by Cape Air (9K) to facilitate interline travel. In this situation, the flight may be marketed under a trade name owned by the partner air carrier but all such marketing will clearly disclose to the customer that the flight is operated by Cape Air. Examples of a code share relationship include, but are not limited to, Cape Air flights sold as "Continental Connection" and "Continental Airlines" under the "CO" code.

Continental Connection: Trade name owned by Continental Airlines, Inc. ("CO") under which Cape Air operates mutually agreed flights using the CO designator code pursuant to a code share agreement between the carriers.

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

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

FAA: Federal Aviation Administration.

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

Force Majeure Event. This term includes -

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

Interline: Travel utilizing the services of one or more air carriers where the carriers agree to accept each other's tickets and/or baggage. A code share agreement is a specific type of interline travel and is included in this definition.

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

Itinerary: Route of a customer's journey

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

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

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

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

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

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

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

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

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

Schedule Irregularity: This term includes -

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

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

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

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

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

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

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

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

Applicability

General.

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

Airline Partners.

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

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

Cape Air, Nantucket Airlines & Other Trade Names

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

Applicable Laws.

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

International Carriage.

Services provided for international carriage are subject to the provisions of the Warsaw or Montreal Conventions, including those relating to the limitation of liability. Any provisions of these rules that are inconsistent with any provision of the applicable Convention shall, to that extent only, be inapplicable to international carriage.

Limitations in Liability/Damages

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

Modification of Terms.

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

Monetary Amounts.

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

Severability.

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

Customer Care

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

Listening and learning from our customers is key to our ability to serve well. Whether you have a complaint or a comment, we appreciate your time in giving us the opportunity to understand your needs. Please feel free to contact our customer relations office at www.capeair.com/contactus or at Cape Air Customer Relations, 1475 Airport Road, New Bedford, MA 02746-1368.

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

Baggage & Claims

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

Baggage allowance policies, including size and weight of carry-on baggage, restricted articles and size and weight limitations, are largely influenced by the aircraft type operated for a particular flight. Connecting customers who fly pursuant to interline, code share, or other airline partner agreements, or who build connecting itineraries on their own, are especially encouraged to review Cape Air's policies regarding bag allowances and restrictions to avoid any disruption in travel. For application of all policies in this section, including but not limited to liability limitations, claims procedures and delayed bag expenses, different policies may apply pursuant to interline, code share or other airline partner agreements. Please review the section entitled "Interline, Code Share, and Other Airline Partners" for more information about contracts of carriage and which apply pursuant to these arrangements.

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

Bag Allowance.

- General – Free Bag Allowance

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

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

1 checked bag not to exceed 50 lbs or 62 linear inches *plus* 1 gate checked bag sized to pass through TSA screening and which would fit into the overhead bin of a

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

- *For Transport in the 46-Passenger ATR42*
 - 2 pieces of checked baggage with a maximum weight of 50 lbs each and maximum outside linear dimension of 62 inches and one small lightweight carry-on not to exceed 45 linear inches in size, such as a small duffel bag or briefcase.
 - One of the following items may be carried free in lieu of one suitcase so long as carriage is in accordance with other policies herein: boogie board, bowling equipment, fishing equipment, hockey/lacrosse sticks, golfing equipment, oars, scuba-diving bag, skiing/snowboard equipment, shooting equipment, or a second wheelchair.

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

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

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

- Child and Infant Baggage Allowance

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

- Excess Baggage, Oversize/Overweight and Embargos

- Excess Baggage

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

- Any bag that weighs between
 - *For Transport in the 9-Passenger Cessna 402:* 50 and 70 lbs.
 - *For Transport in the 46-Passenger ATR42:* 50 and 100 lbs.
- Any bag that exceeds the linear dimensions for free bag allowance, and
- Any bag that exceeds the number of bags permitted as free bag allowance.

All excess baggage is carried on a space available basis. Excess baggage will be subject to an additional charge of \$25 per bag. Any bag that is excess because it exceeds both the number of bags permitted as free bag allowance and either the weight or size will be subject to a charge of \$25 for exceeding the number of bags plus \$25 for exceeding the weight or size, for a total of \$50. Additional or different

charges may apply when levied by a partner airline through interline, code share or other airline partner agreements.

○ Overweight/Oversized Bags

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

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

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

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

as it is of typical size (62 – 71 linear inches) and fits onboard the aircraft. For travel pursuant to interline or code share agreements, a more stringent policy may apply.

- Exemptions from Excess Baggage Charges
Active duty military personnel are exempt from excess baggage charges as described herein. Additional or different charges may apply when levied by a partner airline through interline, code share or other airline partner agreements.
- Embargoes
Additional seasonal or route-specific baggage restrictions, or “embargos,” may also apply depending upon the aircraft size and/or the code share partner policy in place at any point in time.
- Cabin Seat Baggage
 - *For Transport in the 9-Passenger Cessna 402:* It is not permissible to transport cabin baggage in any aircraft by strapping the item to a passenger seat.
 - *For Transport in the 46-Passenger ATR42:* If a customer requests that an item, due to its fragile or bulky nature, be carried in the cabin compartment of the aircraft as cabin seat baggage, Cape Air will determine, in its sole discretion, whether the item is acceptable for the safe transport in the cabin and permitted by Cape Air’s operating procedures to be transported in this manner. Advanced notification is recommended and additional charges may apply. Any cabin seat baggage accepted for transport will be secured in accordance with aircraft operating procedures and security requirements.

Conditions of Checked Baggage.

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

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

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

All checked baggage must have, at a minimum, name identification on the outside. It is recommended to include contact information for both origin and destination (e.g. cell phone number) on the outside and additional identification within the baggage. Only the holders of the baggage claim check may claim checked baggage. Cape Air is not responsible for determining that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of

the baggage. Acceptance of baggage by the bearer of a claim check without filing a written complaint will constitute evidence of delivery by Cape Air of the customer's baggage with all original contents in good condition.

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

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

Limits of Liability for Baggage Including Fragile or Perishable Goods

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

- Checked & Unchecked Baggage
 - *For Domestic Carriage*
Liability for loss, delay or damage to checked baggage is limited (1) for on-line travel solely on Cape Air with no connecting service, to \$500 per passenger; (2) for interline travel where the Cape Air flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of more than 60 seats, to \$3300 per passenger as per federal rules; and (3) for interline travel where the Cape Air flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of 60 seats or less, to \$500 per passenger. Cape Air assumes no responsibility or liability for loss or damage to unchecked, carry-on baggage, or personal wing items (e.g. those carried by the customer to the aircraft and stored in the wing locker prior to boarding), unless the loss or damage was caused by the sole negligence or willful misconduct of Cape Air.
 - *For International Carriage covered by the Montreal Convention*
Liability for loss, delay or damage to checked and unchecked baggage is limited to 1,131 Special Drawing Rights (approximately \$1,750 - this conversion estimate is subject to change) per passenger.
 - *For International Carriage covered by the Warsaw Convention*
Liability for loss, delay or damage for checked baggage is limited to 17 Special Drawing Rights per Kilo or approximately \$11.90 per pound with a maximum of 70 lbs., or approximately \$833. For unchecked baggage in the custody/control of the carrier, liability is limited to a maximum of 332 Special Drawing Rights per passenger or approximately \$522.
- Fragile, valuable, perishable and other items not suitable for transport
Except for certain international travel subject to the terms of the Montreal Convention, Cape Air is not liable for loss, damage or delayed delivery of fragile, valuable or perishable items in baggage or carried as baggage.

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

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

- Limited Release Tags

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

- Normal Wear & Tear

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

- Unclaimed Bags

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

- Other Carriers or Services

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

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

Cape Air assumes responsibility only for those claims arising from transportation of baggage over its own routes. All claims are subject to proof of actual loss by the customer.

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

- Domestic Carriage Limitations and Claims Restrictions

Lost, delayed or damaged baggage must be reported to a Cape Air customer service agent, or an authorized agent of an interline or code share carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, within four (4) hours of the arrival of the flight on which the loss, damage or delay is alleged to have occurred. The failure to give such preliminary notice, absent

extraordinary circumstances, will result in waiver of the claim. Any claim for loss, damage or delay must be submitted in writing within thirty (30) days of the relevant flight. Failure to file a written claim within the time period specified, absent extraordinary circumstances, will result in waiver of the claim.

- **International Carriage Limitations and Claims Restrictions**

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

Delayed Bag Delivery & Interim Expenses.

Cape Air will attempt to ensure that baggage arrives before or at the same time as the customer.

- **Delivery of Delayed Bag**

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

- **Interim Expenses**

Provided the customer is not in his or her hometown, and the delayed baggage constitutes the customer's Free Bag Allowance as defined in this document, he or she is entitled to reasonable interim expenses resulting from delayed bags. The customer may purchase personal items (e.g. clothing, toiletries) that he or she deems reasonable taking into consideration the purpose of the trip. Cape Air's responsibility for interim expenses is limited to \$100.00 per day, \$300.00 maximum, per ticketed passenger without regard to the length of time the property is delayed or missing. Customers must maintain receipts for reimbursement. Customers may be reimbursed for additional purchases only if prior authorization is obtained from Cape Air personnel.

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

Restricted Articles.

- Dangerous Goods / Hazardous Materials

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

- Firearms and Ammunition

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

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

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

Wheelchairs & Other Assistance-Related Devices

- Wheelchairs

- Collapsible Wheelchairs

One collapsible wheelchair per passenger will be accepted and transported at no additional charge. Advance notice is recommended due to space limitations on the aircraft.

- *For Transport In the 9-passenger Cessna 402*

They must be collapsible. Typically, electric or motorized wheelchairs, due to their size, non-collapsible nature and weight, are not accepted because of space and weight constraints of the cargo bin and passenger compartment.

- *For Transport In the 46-passenger ATR42*

If a size and nature such that the wheelchair can be loaded onto and transported aboard, both collapsible and electric wheelchairs will be accepted for transport. For wheelchairs with wet cell batteries, the batteries must be disconnected, and terminals insulated and stored in strong, rigid packaging. The box must be clearly marked as enclosing such item with arrows indicating the "up" position. Regulation battery

boxes are highly recommended. Advance notification and early check-in are also recommended to avoid any delays from the additional processing noted above.

- **Strollers**

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

- **Infant Car Seat**

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

Live Animals.

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

- **In-Cabin Pets**

Unless otherwise noted herein, Cape Air will accept domesticated dogs, cats and household birds for transportation when accompanied by the customer as in-cabin pets. Carriage of any other in-cabin pet will be at Cape Air's sole discretion. Advance reservations are recommended, as in most cases only one pet per aircraft is permitted and pets are approved on a first-come, first-served basis. Multiple pets from the same family are permitted on the same aircraft provided the pets travel in kennels which meet the requirements of this contract.

- **Must be Accompanied by Passenger**

All live animals must be accompanied by a traveling passenger. Cape Air will not transport live animals as unaccompanied freight.

- **Approved Kennels and Carriage Generally**

- On most Cape Air flights, a kennel suitable for transport of the pet is required to transport the pet to the aircraft and to contain the pet within the cabin. It is the obligation of the customer to provide such kennel, as Cape Air does not provide kennels. Maximum kennel sizes are as follows:
 - *For Transport in the 9-Passenger Cessna 402 –*
For travel on Cape Air only with no connections: 27"x 20"x19"
For travel on Cape Air with connections to/from Continental Airlines: 22"x 14"x9"
For travel on Cape Air with connections to/from JetBlue Airways: 17"x12"x8"
For travel on Cape Air with connections to/from other airlines: consult airline
 - *For Transport in the 46-Passenger ATR42 – 40"x27"x30"*

An animal should be able to stand up and turn around comfortably in a properly-sized kennel. For travel pursuant to interline and code share agreements, more restrictive policies regarding kennel sizes may apply to comply with under-seat carriage.

- Cats must be kenneled when accepted for travel in all circumstances.
- On the few routes where kennels are not required, dogs may travel as follows: Dogs not exceeding 35 pounds in weight may be carried on the passenger's lap; Dogs exceeding 35 pounds in weight must be properly

restrained with a leash, harness or similar device; Specific seating arrangements apply to accommodate enkindled live animals in the aircraft cabin. The ability to carry pets pursuant to this provision is determined by the airport authorities of the airports we serve and is subject to change with or without notice. At present, the markets for which this provision applies include Nantucket Airlines flights between Hyannis and Nantucket and Cape Air flights between New Bedford and Nantucket/Martha's Vineyard. Pets in excess of 70 lbs transported pursuant to this provision are accommodated on a space available basis.

- In most cases for flights operated by the Cessna 402, kennels are secured behind the last row of seats in the aircraft cabin. Pets are not permitted in the cabin where prohibited by local laws. For flights operated by the ATR42 in Micronesia, compliance with local quarantine requirements prohibit Cape Air from transporting pets inside the aircraft cabin and, thus, pets are transported in the cargo bin.

- Embargoes

Additional seasonal or route-specific restrictions, or "embargos," may also apply depending upon the aircraft size and/or the code share partner policy in place at any point in time. At the time of this revision, no pets are accepted for travel for any flight to/from Westchester County Airport in White Plains (HPN).

- Health and General Condition of the Live Animal

- The animal must be harmless, odorless, inoffensive and suitable for cabin air transport as determined by Cape Air in its sole discretion. A passenger assumes full responsibility for the safety, well being and conduct of his or her pet while on-board the aircraft.
- Cape Air assumes no responsibility for the impaired health or death of the animal due to illness or injury when the animal has been handled by Cape Air with ordinary standards of safety and care or when Cape Air has acted in the interests of the entire flight such as in an emergency or a force majored event.

- Compliance with Applicable Laws

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

- Service Animals

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

Acceptance of Customers

Refusal to Transport.

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

- When necessary to comply with government regulations or security directives;

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

Disabled Individuals.

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

- **Carriage Generally**

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

more broadly defined to protect all those who may otherwise suffer from discriminatory practices.

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

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

- Advance Reservations and Check-In

Advance reservations and early check-in are recommended to ensure time to coordinate the collaboration needed for the safe boarding of qualified individuals with a disability any assisted-living devices, such as a wheelchair.

- Oxygen

- For Transport in the 9-Passenger Cessna 402

Personal oxygen supplies, including oxygen concentrators, are not permitted on board and Cape Air is not authorized to provide medical oxygen on these flights.

- For Transport in the 46-Passenger ATR-42

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

- Cape Air will allow use of all POCs on board that are FAA-approved.
- POCs that are not FAA-approved may not be operated in flight but may be carried in the cabin with batteries removed if they meet Cape Air's carry-on size and weight requirements or they may be carried as checked baggage.

- Customers are requested to contact our Reservations Office at least 48 hours in advance to confirm POC requirements. Cape Air will make all effort to accommodate all customers unable to provide advance notification.
- Customers must:
 - 1) Provide a signed written Doctor's statement including (a) that the user has the ability to see/hear/understand the device's aural and/or visual warnings and is able to take appropriate action, (b) whether the use of the POC is medically necessary for all or only a portion of a flight; (c) maximum oxygen flow rate considering the air pressure in the cabin under normal operating conditions; (d) duration of the expected use of the POC in hours and minutes.
 - 2) Provide notice at time of check-in and/or at the gate so that all information may be reviewed at the airport prior to boarding. The POC must be kept by the customer and provided upon request by Cape Air personnel at any time during travel.
 - 3) Ensure that he/she has ample batteries to power the POC for the duration of the flight plus 3.0 additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used.
 - 4) Ensure that all extra batteries are properly protected from short circuiting by either (a) having recessed battery terminals or (b) packing them so that the batteries do not contact metal objects including the terminals of other batteries.
- Failure to meet the requirements will result in denied use of the POC during travel. Customers planning on traveling with POCs are solely responsible for advising Cape Air as soon as reservations are confirmed regardless of whether the reservations were made through a travel agent, on the internet, through Cape Air, or via any other means available in order to confirm specific requirements and to provide the airline with required information.
- When connecting to or from any flight other than an interline or codeshare partner, the customer is responsible for notifying and making independent arrangements directly with the other airline.
- POCs are assistive devices for customers with disabilities. As such, they do not count toward carry-on or checked baggage limits.
- Cape Air is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of Cape Air.

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

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

- Medical Transport

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

- Service Animals.

- Cape Air permits trained Service Animals used by Qualified Individuals with a Disability, to accompany the person on a flight free of charge if the following conditions are met:
 - Evidence that the animal is a Service Animal may include identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability.
 - Service Animals must be properly harnessed and remain under the direct control of the passenger. A Service Animal will be denied boarding or removed from the flight if the animal cannot be contained by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers or a significant threat of disruption.

- Certain Service Animals, such as various breeds of monkeys, must be small enough and confined to sit in the passenger's lap or in the space under the seat without invading another passenger's seat area during the entire flight. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as baggage.
- Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Special seating arrangements may apply to accommodate the Service Animal aboard the aircraft.
- Passengers requesting to travel with an animal that is used as emotional support must provide to Cape Air documentation that is not older than one year from the date of the initial flight on the letterhead of the a licensed mental health professional stating the following: (1) the passenger has a mental or emotional disability recognized by the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition (DSMIV); (2) the passenger needs the emotional support animal as an accommodation for air travel and/or for activity at the passenger's destination; (3) the individual providing the assessment is a licensed mental health professional and the passenger is under his or her professional care; and (4) the date and type of the mental health professional's license and the state or jurisdiction in which it was issued. Cape Air reserves the right to authenticate any documentation presented.
- Cape Air accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state or local government agency.
- Local regulations at the passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions.
- The passenger assume full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other passengers who may come in contact with the animal while on board the aircraft, and for compliance with all government requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported. Please be advised that local quarantine requirements may apply, particularly in Micronesia, and customers should consult local quarantine regulations in advance.

- Air Carrier Access Act

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

By telephone: Toll-Free Hotline for Air Travelers with Disabilities
 1-800-778-4838 (voice)
 1-800-455-9880 (TTY)

By telephone: Aviation Consumer Protection Division
 202-366-2220 (voice)
 202-366-0511 (TTY)

By mail: Air Consumer Protection Division
C-75, US Dept of Transportation
1200 New Jersey Ave., SE.
West Building, Room W96-432
Washington, DC 20590

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

Unaccompanied Minors.

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

- Minors under the age of five (5) are not accepted for travel unaccompanied.
- Minors age five (5) through twelve (12) years will be accepted for online travel for non-stop itineraries as unaccompanied minors.
- Parents or guardians may request a person older than twelve (12) years be escorted as if he or she were an unaccompanied minor for travel on online, non-stop itineraries.
- There is no additional service charge or escort fee for unaccompanied minors traveling on Cape Air, however the minor is not eligible for discounted children's fares when traveling under this policy.
- Unaccompanied minors when traveling with or connecting to Cape Air pursuant to interline, codeshare and other airline partner agreements:
 - Continental Airlines Partnership - Minors age eight (8) through twelve (12) are accepted for travel on connecting itineraries for flights operated as Continental Connection. (e.g. Micronesia) to other flights operated by Continental Airlines, Continental Express, or Continental Connection only. (Connections to other Continental codeshare flights not permitted). Service charges may apply.
 - Unless otherwise specified herein, minors with connecting itineraries or traveling pursuant to interline, code share, or other airline partnerships will not be accepted for travel when unaccompanied.
- Young adults between thirteen (13) and seventeen (17) years may travel independently as adults, either on non-stop or connecting flights (if from/to another airline, providing that airline policy permits such travel). Special service information may be added to their record to facilitate their travel; however escorted services under this provision are not available.
- The unaccompanied minor must be brought to the airport by a parent or other responsible adult who must furnish Cape Air with name, address and phone number of the parent or other responsible adult who will meet the unaccompanied minor upon deplaning at the minor's destination. The responsible adult, who was previously named and furnished to Cape Air, must show proper identification in order for the unaccompanied minor to be released into his or her custody at the final destination.
- Cape Air reserves the right to refuse transportation if the Company believes there is a significant chance that the flight on which the unaccompanied minor holds a reservation may terminate at an airport other than the minor's destination or if the unaccompanied minor may miss his or her connecting flight due to a delay of any nature. Cape Air will not accept unaccompanied minors for travel on the last flight of the day from any Cape Air location.
- Unaccompanied minors will be in the presence of Cape Air's representative at all times. In the event of flight cancellation, diversion, substantial delay or other

irregularity, the Captain or flight attendant will remain with the unaccompanied minor while Cape Air attempts to contact the responsible adults identified on the request for carriage form to coordinate options and/or re-accommodations in accordance with Cape Air's operating procedures. Priority accommodations will be provided for the minor. In the event the re-accommodation requires an overnight stay, Cape Air will coordinate with the responsible adults and arrange for the following as deemed appropriate: an accompanied hotel stay with adjoining rooms, security guard oversight of the unaccompanied minor's room, and/or release to a Social Service Agency. Cape Air will bear all reasonable costs associated in this instance to ensure the safety of the unaccompanied minor.

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

Infants

Under two (2) years of age, infants are accepted at no additional charge if seated on the lap of an adult passenger. Proof of age of the infant passenger may be required. For some destinations, including certain international jurisdictions, government taxes may apply for infant passengers and must be collected by Cape Air for this purpose. For infants between 3 and 14 days of age, Cape Air and/or its interline, code share, or airline partner may require a letter from a physician indicating the approval of such travel in light of the passengers age and condition.

Additional Seat for Passenger Requiring Additional Space on Board the Aircraft

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

Cancellation of Reservations

Airport Check-In.

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

- All flights within the mainland US and From Ponce/Mayaguez/Vieques to San Juan, Puerto Rico
 - Check-in at least thirty (30) minutes prior to departure
 - Arrive at boarding gate with boarding card and ready to board the aircraft at least ten (10) minutes prior to departure.
- From San Juan, Puerto Rico to All Caribbean and from USVI and Tortola to San Juan
 - Check-in at least forty-five (45) minutes prior to departure
 - Arrive at boarding gate with boarding card and ready to board the aircraft at least ten (10) minutes prior to departure.
- For International flights and flights departing Micronesia
 - Check-in at least sixty (60) minutes prior to departure

- Arrive at boarding gate with boarding card and ready to board the aircraft at least thirty (30) minutes prior to departure
- Passenger and bag processing times may vary by airport and date due to Federal security screening measures. Cape Air may provide guidance regarding various airport recommendations but it is the customer's responsibility to arrive at the airport with enough time to complete the security screening process and to comply with the Company's minimum time limits as noted above.
- Check-in with Partner Airlines Pursuant to Interline, Code Share, or Other Airline Partner Agreements
 - Passengers who check-in at the airport or online *and* receive a boarding pass for both the partner airline and Cape Air portion of the itinerary *where the itinerary origination city is served by a code share or interline partner of Cape Air* must present themselves at the Cape Air boarding gate at the connection city within the minimum times specified above for boarding gate arrival. The check-in minimums do not apply.
 - Passengers who check-in online using a partner airline web site *and* receive a boarding pass for the Cape Air portion of the itinerary *where the itinerary origination city is served by Cape Air* must observe the above check-in times even though the passengers possess a boarding pass for the flight.
 - All other Passengers flying on an itinerary that includes both Cape Air and a partner airline must observe the above check-in and boarding times.

No Show.

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

Ticket Time Limits

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

Refusal to Transport

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

Record of Cancellation

When there is a record that a reservation was cancelled (either by Cape Air, the customer, the customer's agent, or Cape Air's interline partner) after a ticket for a confirmed flight was issued, the ticket may not be accepted for the flight specified. In such event, customers will not be eligible for denied boarding compensation. If the customer has purchased the ticket and the reservation is cancelled pursuant to this paragraph, Cape Air may refund the ticket in accordance with its refund policy or offer flight accommodations on the next flight with seats available.

Weather, Force Majeure, Governmental Regulations

When cancellation is necessary due to weather, required to comply with any governmental regulation, or due to conditions beyond Cape Air's control (including force

majeure events), Cape Air may cancel the flight and all corresponding customer itineraries.

Failure to Comply

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

Overbooking

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

Liability Limitations

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

Fares

Cape Air offers a wide range of fares on all flights. Not all fares are available at all times on all flights. For certain discount fares, seating may be limited and restrictions may apply. When a customer calls Cape Air's Reservations office or searches for fares on www.capeair.com or www.nantucketairlines.com, Cape Air will offer the lowest published fare for which the customer is eligible for the requested flight, date, and class of service at the time of the call. If there is further information available, such as whether the flight is operated by a partner airline or a change of aircraft for a single-numbered flight is required, this information will be provided as the reservation is made.

All fares are subject to change without notice.

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

When a customer calls Cape Air Reservations, the fare quoted may be stored and guaranteed for twenty-four (24) hours as a courtesy to the customer. This courtesy hold is not available for online bookings. Cancellations may be made without penalty within this period of time and the reservation will automatically be cancelled by Cape Air due to lapse of time if the reservation is not later confirmed through a follow up call to Cape Air Reservations.

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

Cape Air reserves the right to impose surcharges, such as a surcharge for fuel, in its sole discretion. Such a surcharge will be publicly filed with the Airline Tariff Publishing Company (ATPCO) along with fares and rules in accordance with standard Cape Air procedure.

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

Tickets & Seat Assignments

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

Unused Tickets

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

Advanced Seat Requests & Emergency Exit Rows

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

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

Fare Application

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

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

Nontransferable

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

Ticketing Fees

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

Travel Documents

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

Refunds & Lost Tickets

Non-Refundable Tickets

Cape Air issues directly and through its partners and agents tickets that are both refundable and non-refundable. Customers should consult their ticket for more information.

Voluntary Refunds.

When a customer requests a refund on a refundable ticket issued by Cape Air and the customer has complied with all applicable provisions of the Contract of Carriage, the ticket will be refunded as follows:

- If the ticket is totally unused, the full fare paid will be refunded less any applicable service charge or penalty.
- If the ticket is partially unused, the refund will be the difference between the fare paid and the fare for the transportation actually used as determined by the applicable rules, less any applicable service charge or penalty
- No voluntary refund is due on non-refundable tickets. When the ticket is non-refundable, the ticket may, at the sole discretion of Cape Air, be refunded in full or part in consideration of extenuating circumstances, such as in the case of the death of a family member.
- Refund requests must be made prior to the expiration date of the ticket as described in the section entitled "Tickets".

Involuntary Refunds.

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

- An amount equal to that paid, if no portion of the ticket has been used; or
- The refund will be the amount equal to the applicable fare for the unused segment(s) if a portion of the ticket has been used. In no instance will the amount refunded be greater than the amount paid for the ticket.
- No refund will be made if ground or sea transportation is offered at Cape Air's expense for part of the ticketed itinerary and accepted by the customer.
- The applicable refund will be granted only if the customer complies with the provisions set forth in this Contract.
- Customers on flights cancelled by Cape Air where the customer does not accept an offer of substitute transportation via the next available flight or ground/sea transportation will be offered a refund.
- Refund requests must be made prior to the expiration date of the ticket.

Tickets Not Issued by Cape Air

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

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

Lost Tickets

When a customer loses his or her ticket or a portion thereof, the customer will be required to purchase another ticket, honoring the original fare paid, before transportation will be furnished between the points covered by the lost ticket. To obtain a refund for a lost ticket, the customer must complete and submit a lost ticket application with Cape Air's Accounting Department or Cape Air's airport ticket counter. In the event the ticket is unused after the designated waiting period, Cape Air will refund to the customer the greater of either the original ticket or the replacement ticket, less a processing fee if applicable.

Interline, Code Share and Other Airline Partners

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

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

Cape Air currently markets and operates under its own designated code ("9K"), Continental Airlines' code ("CO"), and JetBlue's code ("B6"), and participates in a variety of interline, code share and other marketing agreements with airline partners. For flights marketed and sold under the name and code of another airline, the other airline is responsible for the entirety of the codeshare journey for all obligations to passengers established in their contract of carriage. The rules contained in their contract of carriage with respect to ticketing will apply to the codeshare services on flights operated by Cape Air. However, rules respecting the operation of Cape Air flights may differ from the codeshare partner's rules. When differences occur, they are in large part based on differences in aircraft type and governing operating regulations. As to these rules, except as otherwise provided herein, travel on all flights operated by Cape Air, regardless of marketing, trade names or shared airline codes, is subject to the terms and conditions contained herein. Operational terms and conditions that may differ include, but are not limited to:

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

It is the intent of Cape Air to help our customers understand our policies and when differences may apply pursuant to marketing agreements and we attempt to outline major differences within this contract when practicable. Codeshare partner airlines will advise all

passengers when a flight is operated by Cape Air pursuant to a codeshare agreement. In many cases, the codeshare partner airline will publish in its contract of carriage a section entitled "Code share" or "Commuters" and this section is a good place to find an overview of applicable policies. Contracts for carriage for each carrier are often published on the airline's web site.

Flight Delays, Schedule changes, and Re-Routings

Cape Air undertakes to use reasonable effort to transport all customers and baggage expeditiously. Unfortunately, there are times when irregularities or changes in schedule occur. In cases of schedule irregularities, planned schedule changes or force majeure events, the following applies to customers with valid tickets and confirmed reservations.

General

- Flights originating in the United States

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

- Flights not originating in the United States

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

- Schedules are subject to Change

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

Schedule Change

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

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

Schedule Irregularity

When a customer is delayed because of a schedule irregularity, Cape Air will, at its election and in collaboration with the customer, arrange one of the following:

- Transport the customer on its next Cape Air flight on which space is available.

- Reroute the customer over the lines of another carrier with whom Cape Air has agreements for such transportation.
- Refund the unused portion of the ticket when no substitute transportation is provided, or it is offered but unacceptable to the customer.
- In the event the customer misses an onward connecting flight on which space is reserved pursuant to an interline, code share, or airline partner itinerary, Cape Air will arrange for substitute transportation.
- Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein.

Force Majeure Events:

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

Amenities for Delayed Customers:

- No amenities or compensation will be provided to a customer on a flight that is delayed or cancelled when the delay or cancellation is at the point where the customer originates or at the customer's destination. A customer traveling on a return portion of a roundtrip itinerary is, for purposes of this section, a customer at an originating point for which no amenities or compensation will be provided.
- No amenities or compensation will be provided to a customer on flights that are delayed or cancelled due to any force majeure event.
- For passengers eligible for amenities, these may include:
 - Lodging – when delay is expected to exceed four (4) hours and during the night
 - Meals – when delay extends beyond normal meal hours
 - Ground Transport – when required for access to lodging and/or meals
 - Special Services – Cape Air will provide such amenities as necessary to maintain the safety and welfare of certain customers such as qualified individuals with disabilities, unaccompanied minors, or the elderly.
 - Travel Vouchers – for free travel on future Cape Air flights, or for discounts off future code share or partner flights when flights operated under the trade name of another airline are implicated
- In all cases, Cape Air will attempt to communicate frequently and keep the customer informed as to the nature of delayed flights.

Denied Boarding

Oversell situations may occur as a result of human error. They may result from booking rejection problems that occur between reservations systems used by Cape Air and/or industry or other airline agents. They may also result from safety-related weight/balance restrictions that limit payload. Finally, sometimes they result from inadequate contact information for alerting customers of schedule changes in advance.

Volunteers and Boarding Priority

When an oversell situation occurs, unless otherwise required by local or international laws, Cape Air will encourage customers to voluntarily relinquish seats in exchange for a free Cape Air ticket on any route, or other compensation in an amount determined by Cape Air. The request for and selection of volunteers will be in a manner determined solely by Cape Air. Cape Air will transport the customer on its next flight on which space is available.

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

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

Involuntary Denied Boarding & Compensation

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

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

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

For Transport in the 46-Passenger ATR42

Passengers who are eligible for denied boarding compensation will be offered a payment equal to their one-way fare to their destination (including connecting flights) or first stopover of four hours or longer, with a \$400 maximum. If Cape Air is unable to arrange alternate transportation, the compensation is doubled, with a \$800 maximum. The fare upon which the compensation is based will include any surcharge and air transportation tax. "Alternate transportation" as used in this section is air transportation or other transportation used by the customer which, at the time the arrangement is made, is scheduled to arrive at the customer's next stopover of 4 hours or longer or, if none, the customer's final destination, no later than 2 hours (for flights between U.S. points including territories and possessions) or 4 hours (for international flights) after the customer's originally scheduled arrival time. Except as provided for in this section, Cape Air will give each customer who qualifies for denied boarding compensation a payment by cash or check at the time the denied boarding occurs. If alternate transportation departs before the payment can be made, payment will be sent to the customer within

24 hours. Cape Air may offer free or discounted transportation in place of the cash payment and will at that time disclose all material restrictions on the use of this transportation. The passenger may insist on the cash/check payment or refuse all payment and bring private legal action.

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

Substitute Transportation & Services

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

Screening of Customers and Baggage

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

Additional Limitations in Liability/Damages.

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

- Cape Air will not be liable for any death, injury, delay, loss or other damage whatsoever ("damage") arising out of or in connection with carriage or other services performed by Cape Air, unless such damage is proven to have been caused by the sole negligence or willful misconduct of Cape Air and there has been no contributory negligence on the part of the customer.
- Cape Air will not be liable for any consequential, compensatory, indirect, incidental, special or punitive damages arising out of or in connection with the performance of its obligations under this Contract, whether or not Cape Air had knowledge that such damages might be incurred.
- There are no third party beneficiaries to this Contract.
- Cape Air will not be liable for any damage arising out of compliance with any laws, government regulations, orders, rules, requirements, and security directives, nor as a result of a customer's failure to comply with such items, or as a result of a customer's reliance on advice provided by Cape Air regarding such items.

- Services provided for international carriage are subject to the provisions and liability limits of the Warsaw or Montreal Conventions. Application of these Conventions may limit the liability of Cape Air and independent carriers in respect of death, injury or delay of passengers and for destruction, loss, damage or delay of baggage.
- Any action brought pursuant to the Warsaw or Montreal Conventions is barred unless commenced within 2 (two) years of the alleged occurrence.
- Any limitations or exclusions of liability of Cape Air will apply to and be for the benefit for Cape Air's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by Cape Air and its agents, employees or representatives within the scope of their employment.
- Cape Air is not liable for the death or injury of a customer not occurring on its own operated flights. A carrier issuing a ticket for carriage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

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

Smoking

Smoking is prohibited on all Cape Air flights.

Remedies for Violation of Contract

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

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

Right of Cape Air to Change the Terms of the Contract

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