



## **CONTRACT OF CARRIAGE**

Transportation by Hyannis Air Service, Inc. d/b/a Cape Air/Nantucket Airlines ("Cape Air") is subject to the terms and conditions contained in this Contract of Carriage, in addition to any terms and conditions printed on or in any ticket, ticket jacket, web site or ticket receipt. To the extent there is a conflict between this Contract of Carriage and any terms and conditions printed on or in any ticket, ticket jacket, web site or ticket receipt, this Contract governs. By purchasing a ticket or accepting transportation, each Passenger agrees to be bound thereby. A copy of this contract may be obtained from any Cape Air airport ticket counter or city ticket office, through calling our Contact Center at 1-800-CAPEAIR (227-3247) or (508) 771-6944 (outside the US and USVI), by accessing our web site at [www.capeair.com](http://www.capeair.com) or by contacting Cape Air at 660 Barnstable Road, Hyannis, MA 02601 (Attn: Customer Care).

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## **1. Definitions**

- a. Ancillary Services and Ancillary Service Fees:** Any optional service related to air travel that an airline provides, for a fee, beyond passenger air transportation. Ancillary Services may include, but are not limited to, transport of Checked Baggage, advance seat selection, access to in-flight entertainment programs or Wi-Fi, in-flight beverages, snacks and meals, pillows and blankets, seat upgrades and lounge access. On Cape Air, fees for Ancillary Services include charges for carriage of Checked Baggage, Pets and Unaccompanied Minors. Also called “Optional Services” and “Optional Service Fees.”
- b. ATPCO:** Airline Tariff Publishing Company, Inc. where fares and fare rules for all Cape Air fares are published.
- c. 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. Baggage includes Checked Baggage, Gate-Checked Baggage, Personal Items, and any other personal property accompanying the traveling Customer.
- d. Business Day:** Monday through Friday, excluding Federal Holidays.
- e. Cancelled Flight:** A flight that was published in Cape Air’s computer reservation system at the time of the ticket sale but not operated by Cape Air.

- f. **Cape Air.** Trade name of Hyannis Air Service, Inc. under which the company does business. Also known by the Cape Air IATA designator "9K".
- g. **CDC.** Centers for Disease Control and Prevention
- h. **Checked Baggage ("Checked").** Any article or other Customer property (excluding Gate Checked Baggage and Personal Items) that is taken into the custody of and accepted by Cape Air for transport.
- i. **Codeshare and Codeshare Itinerary.** 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. For a connecting itinerary to be a Codeshare Itinerary, the connecting flights must appear on the same ticket. Cape Air's Codeshare relationships include Cape Air flights sold as "American Airlines" under the "AA" code, Cape Air flights sold as "JetBlue" under the "B6" code, and Cape Air flights sold as "United Airlines" under the "UA" code.
- j. **CRS:** Child safety restraint system, such as an infant- or child-safety seat.
- k. **Customer or Passenger.** Any person holding a confirmed reservation for travel with the consent of Cape Air.
- l. **Direct Threat.** A significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services. The determination of "Direct Threat" in the context of a Serious Communicable Disease is based on objective, factual, and science-based standards that looks into the nature of the communicable disease, the consequence of the disease, the likelihood of disease transmission in the aircraft cabin by casual contact.
- m. **Domestic Carriage:** Any carriage other than that specifically defined as International Carriage.
- n. **FAA:** Federal Aviation Administration.
- o. **Flight Coupon:** A portion of the ticket that indicates travel points between which the coupon is valid for Passenger carriage.
- p. **Force Majeure Event.** This term includes -
  1. Any condition beyond Cape Air's control (including but without limitation, meteorological or geological conditions, acts of God, airport traffic congestion and delays, riots, terrorist activities, civil commotions, wars, 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.
  2. Any labor dispute affecting Cape Air's service.
  3. Any government regulation, demand, or requirement
  4. Any shortage of labor, fuel or facilities of Cape Air or others;
  5. Any damage to Cape Air's aircraft or equipment caused by another party,
  6. Any emergency situation requiring immediate care or protection for a person or property, or
  7. Any other fact not reasonably foreseen, anticipated, or predicted by Cape Air.
- q. **Gate Checked Baggage ("Gate-Checked").** Baggage, small enough to be cleared through airport security screening, which is brought to the departure gate by the Customer and then taken into the custody of and accepted by Cape Air for transport.
- r. **HHS.** Department of Health and Human Services.
- s. **IATA: International Air Transport Association**
- t. **Interline and Interline Itinerary:** Travel utilizing the services of one or more air carriers where the carriers agree to accept each other's tickets and/or baggage. For a connecting itinerary to be an Interline Itinerary, the connecting flights must appear on the same ticket. A Codeshare agreement is a specific type of interline travel and is included in this definition. Cape Air has Interline agreements with Alaska Airlines (AS), American Airlines (AA), Condor Airlines (DE), Delta Airlines (DL), Hahn Airlines (HR), Hawaiian Airlines (HA), JetBlue Airways (B6), Qatar Airways (QR) and United Airlines

- (UA). Cape Air has Codeshare agreements with American Airlines (AA), JetBlue Airways (B6), and United Airlines (UA).
- u. **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.
  - v. **ICAO:** International Civil Aviation Organization
  - w. **Itinerary:** Route of a Customer's journey
  - x. **Licensed Treating Medical Professional.** An individual, including a physician, nurse practitioner, and physician's assistant, who is licensed or authorized under the law of a State or territory in the United States or a comparable jurisdiction in another country to engage in the practice of medicine, to diagnose or treat a patient for a specific physical health condition that is the reason for a Passenger to request a travel credit or voucher pursuant to the rules involving Serious Communicable Diseases.
  - y. **LEO: Law Enforcement Officer**
  - z. **Mass Relay:** A service designed for people with hearing loss and/or speech disabilities that 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.
  - aa. **Montreal Convention:** The Convention for the unification of certain rules for International Carriage by air. 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.
  - bb. **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.
  - cc. **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 themselves from their 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.
  - dd. **No-Show:** When a Passenger fails to honor a segment of their travel and fails to contact Cape Air in advance of departure time to inform Cape Air that they will not be on the flight.
  - ee. **On-line:** Air transportation wholly on the same air carrier
  - ff. **Personal Item:** Any small article or other Customer property which is presented for transport and constitutes a part of the Customer's baggage allowance. Examples include a purse, laptop bag or small duffel bag
  - gg. **Pet:** The usual connotation of live domestic animal companion
  - hh. **Optional Services and Optional Service Fees:** See Ancillary Services and Ancillary Service Fees.
  - ii. **Oversold Flight:** A flight where there are more Passengers holding valid confirmed reservations than seats available (excluding seats reserved or held for crewmembers or other on-duty Cape Air personnel performing company-required duties).
  - jj. **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.
  - kk. **Schedule Change:** An advance change in Cape Air's schedule that does not arise from a unique event such as a Schedule Irregularity or Force Majeure Event.

- ll. *Schedule Irregularity:*** This term includes -
1. Delay in a scheduled departure or arrival of a Cape Air flight, including delays which result in a misconnection;
  2. Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a Cape Air flight which may or may not result in a misconnection;
  3. Substitution of aircraft type; or
  4. 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.
  5. Schedule Irregularity does *not* include Force Majeure events as defined herein.
- mm. *Serious Communicable Disease.*** A communicable disease that has serious health consequences and can be easily transmitted by casual contact in an aircraft cabin environment.
- nn. *Service Animal:*** A dog, regardless of breed or type, which is individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The definition for purposes of this Contract also includes a trained animal accompanied by its handler that assists law enforcement officers in the search of contraband, explosives, or other items, or which provides assistance with rescue efforts.
- oo. *Service Animal Handler.*** A passenger in air transportation who is a qualified individual with a disability who receives assistance from a service animal(s) that does work or performs tasks that are directly related to the individual's disability, or a third party who accompanies the individual with a disability traveling with a service animal such as a parent of a minor child or a caretaker
- pp. *Significantly Delayed or Changed Flight.*** A flight itinerary with a delay or change made by Cape Air where, as the result of the delay or change:
1. the Passenger is scheduled to depart from the origination airport three (3) hours or more (for Domestic itineraries) or six (6) hours or more (for International itineraries) earlier than the original scheduled departure time;
  2. the Passenger is scheduled to arrive at the destination airport three (3) hours or more (for Domestic itineraries) or six (6) hours or more (for International itineraries) after the original scheduled arrival time;
  3. the Passenger is scheduled to depart from a different origination airport or arrive at a different destination airport;
  4. the Passenger is scheduled to travel on an itinerary with more connection points than that of the original itinerary;
  5. the Passenger is downgraded to a lower class of service;
  6. the Passenger with a disability is scheduled to travel through one or more connecting airports that differ from the original itinerary; or
  7. the Passenger with a disability is scheduled to travel on a substitute aircraft that results in one or more accessibility features needed by the Passenger being unavailable. (Note: The original departure and arrival times at the time of the ticket purchase apply for purposes of this rule. Customer acceptance of time changes for the original flight does not reset the clock for application of the 3 and 6 hour measurements.)
- qq. *Smart Bags (or Smart Luggage):*** A Smart Bag is any Checked bag, Gate-Checked bag, or Personal Item which contains one or more lithium batteries and may include one or more of the following features:
1. Lithium-ion battery and motor allowing it to be used as a personal transportation device which does not meet the criteria of a mobility device.
  2. Lithium-ion battery power bank that allows charging of other electronic devices,
  3. GPS tracking devices,
  4. Bluetooth, RFID and Wi-Fi capability
  5. Electronic baggage tags,
  6. Electronic locks

7. Lithium-ion battery, motor, and tracking devices (GPS) allowing the bag to self-propel.
- rr. 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.
- ss. Reroute:** To honor a ticket, or reissue a ticket for a different routing than originally shown on the ticket
- tt. Routing:** The carrier(s) and/or the cities and/or class of service via which transportation is provided between two points
- uu. 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.
- vv. 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.
- ww. 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.
- xx. WHO:** World Health Organization.

## 2. Applicability & General Terms

- a. 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. By purchasing a ticket or accepting transportation, the Customer agrees to be bound thereby. There are no third-party beneficiaries to this contract. Transportation is subject to the contract of carriage and charges in effect on the date on which the ticket is issued. Applicable rules may also be found within the tariffs filed by Cape Air in accordance with certain government regulations.
- b. Airline Partners.** This contract of carriage applies for transportation only on Cape Air. Under arrangements with Cape Air, independent carriers may provide Interline and/or Codeshare 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, Codeshare 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.

- c. Cape Air, Nantucket Airlines and 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 commercial flights operated by Hyannis Air Service, Inc.
- d. Applicable Laws.** This Contract of Carriage is subject to applicable treaties, laws, regulations, rules, and security directives imposed by government agencies. In the event of a conflict, mandates of governmental authorities will prevail.
- e. 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.

- f. *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.
- g. *Modification of Terms.*** No employee or agent of Cape Air has the authority to alter, modify or waive any provision of this Contract unless authorized in writing by a corporate officer of the company.
- h. *Monetary Amounts.*** When included, all monetary amounts, unless otherwise specified, appear in U.S. dollars.
- i. *Severability/Waiver.*** 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. If Cape Air fails to enforce any of the sections of this Contract of Carriage or fails to exercise any election, such failure will not be considered to be a waiver of those provisions, rights, or elections or in any way affect the validity of the Contract of Carriage.
- j. *Headings and Titles.*** Headings and titles used in this document are for convenience and not meant to be used to construe or alter contract terms.

### **3. 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 to 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. We will acknowledge receipt of any complaint from you in writing within 30 days of receiving that communication. Your complaint will be addressed as soon as possible, but no later than 60 days after receipt.

Please feel free to contact our Customer Care office by email to [careteam@capeair.com](mailto:careteam@capeair.com) or by mail to Cape Air Customer Care, 660 Barnstable Road, Hyannis, MA 02601.

If a third-party submits a complaint on behalf of a customer, the third party must provide evidence along with the complaint that it has the authority to act on the customer's behalf. Evidence of authorization shall include a signed letter from the customer or an executed power of attorney authorizing the third party to act on behalf of the customer. Third-parties must submit this evidence of authorization along with the complaint. Cape Air will not reply if evidence of third-party authorization is not provided or if Cape Air determines in its sole discretion that the evidence is incomplete or insufficient.

Complaints and comments about airline service other than safety or security issues may also be registered with DOT's Aviation Consumer Protection Division (ACPD). Any Customer may call the ACPD 24 hours a day at 202-366-2220 (TTY 202-366-0511) to record a complaint. Calls are returned Monday through Friday, generally between 7:30 am and 5:00 pm Eastern time. Customers may also send the DOT a letter at Aviation Consumer Protection Division, C-75, U.S. Department of Transportation, 1200 New Jersey Ave, S.E., Washington, D.C. 20590

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

#### 4. Baggage and Claims

a. **General.** Baggage is 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 Cape Air. All baggage is subject to inspection. Government safety and security regulations apply to Cape Air's carriage of baggage.

b. **Baggage Allowance.**

1. Standard Free Bag Allowance. For each ticketed Customer, Cape Air will transport the following.

a.) One Personal Item not to exceed 20 lbs. and 36 linear inches (length + width + height) (e.g., purse, laptop bag or small duffel bag).

- Not all Cape Air aircraft contain storage space in which to safely stow in-cabin items. When in-cabin stowage is not available, Personal Items will be carried to the aircraft by the Customer and stowed by a Cape Air agent into the designated baggage compartments prior to boarding.
- For travel in the Tecnam Traveller, Personal Items which do not exceed 12" x 6" x 8" in size may be carried on board and stowed under the seat in front of the Customer. Please note not all seats in this aircraft allow for under-seat stowage. Personal Items in excess of these dimensions but within the size and weight limits of a Personal Item may not be carried on board the aircraft but shall be accepted by Cape Air and stowed by a Cape Air agent into the designated baggage compartment prior to boarding.

b.) One Gate Checked Bag or Checked Bag not to exceed 50 lbs. and 45 linear inches (length + width + height). All below options are at no additional charge.

- If this bag fits through airport security screening (where applicable), it may be checked at the gate and returned planeside at the arrival airport. The Customer may alternatively check this bag at Cape Air's ticket counter where it will be returned to the Customer at the final destination baggage claim.
- If this bag is too large to fit through airport security screening, the bag must be checked at Cape Air's ticket counter and will be returned to the Customer at the final destination baggage claim,

c.) Exception for Travel between Hyannis (HYA), Nantucket (ACK), Martha's Vineyard (MVY) and New Bedford (EWB). One Personal Item and up to 3 small bags (or items suitably secure for transport) are accepted in lieu of the Standard Free Bag Allowance so long as all items, when weighed together, do not exceed 50 lbs. Travel under this rule must be exclusively between these cities.

2. Assistive and Related Devices. In addition to the Standard Free Bag Allowance, the following will be transported at no charge as Additional Free Bag Allowance in accordance with policies herein and subject to aircraft-specific physical constraints.
  - a) A wheelchair meeting the requirements of the Company's FAA-approved operating procedures stated under section "Wheelchairs and Other Assistance-Related Devices,
  - b) A cane, walking stick, crutches, or other assistive devices.
  - c) An infant or child-safety seat. For use on-board please see "Wheelchairs and Other Assistance-Related Devices" for requirements.
  - d) A collapsible stroller, folding wagon, and/or diaper bag.
  - e) Compliant Portable Oxygen Concentrators or other related devices

Please note: Pack 'n' plays, collapsible cribs and other comparable products are not considered child or infant transportation-related assistive devices and are not part of this additional allowance. Customers who bring them to the airport will need to check them as part of their Standard Free or Additional Checked Baggage allowance, subject to all baggage requirements and restrictions contained in this Contract of Carriage.

3. 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, unless the infant is traveling on a paid ticket (not on a ticket covering solely international taxes) for a confirmed seat or, in accordance with the rules herein, our partner airline policies apply and include an allowance
4. Additional Checked Baggage. For each ticketed Customer, Cape Air will transport the following for an additional fee. For fees that apply, please see Baggage Fees, Exemptions and Applicability:

- a) Subject to available space, up to two (2) additional bags per Passenger each not to exceed 50 lbs. and 62 linear inches (length + width + height)

Aircraft size may unfortunately limit the amount of baggage accommodated on board any particular flight. Priority is provided to bags traveling pursuant to a Customer's Standard Free and Additional Free (e.g., assistive devices) Baggage Allowance. Best efforts are made to load Additional Checked Baggage. Baggage that cannot be accommodated will be flown on the next flight on which space is available. Cape Air will determine in its sole discretion how to manage the volume of baggage for each flight in applying its best effort.

- b.) Any Additional Checked Bag that is 51 – 70 lbs and does not exceed 62 linear inches will be marked "Heavy" and will be placed onboard as space permits after all other baggage is loaded.

5. Bags Not Accepted for Travel Due to Size and/or Weight. Baggage compartment constraints of the aircraft limit the weight and size of individual bags that may be accepted for travel. Baggage that is **not accepted for travel** pursuant to this section is as follows.

- a) General. Individual bags that exceed 70 lbs. or 62 linear inches are not accepted.

For general guidance for planning purposes, although there are exceptions for unusually shaped items (see below within this section) most large bags are 30" x

20" x 12" (62 linear inches) and are the maximum size we accept due to the size of the baggage compartments and compartment openings of these aircraft.

- b.) Unusually-Shaped Objects. Unusually shaped objects may exceed the capacity of the aircraft baggage compartments. Bicycles, surfboards, canoes, kayaks, and other such large pieces of sporting equipment exceed the capacity of the compartments and are not accepted for transport.
6. Special Items Carried in Lieu of a Checked Bag. These items can be accommodated as Checked Bags so long as they fit into our aircraft without displacing or damaging other baggage
- a.) Acceptance. One special item meeting the requirements of this section will be accepted per Customer **in lieu of** one Checked Bag. When aircraft size limits the amount of baggage which can be accommodated, the prioritization of baggage (as noted in the previous sections) shall apply.
- b.) Bag Fee. The fee which would have applied to the Checked Bag applies for the transport of the special items carried in lieu of that Checked Bag.
- c.) Special Items for Transport. Each of these items is further subject to other requirements such as Cape Air's Restricted Articles and TSA Regulations. Please note: some limitations may include **linear inch** constraints (length + width + height) while others, **maximum length** constraints, all which vary based on the size of the bin and access door of each aircraft type.
- **Archery** equipment in hard-sided case (one bow case containing bows, one quiver with arrows and one maintenance kit of sufficient strength to protect items)
    - Cessna 402 / Britten Norman Islander: Maximum length 70 inches
    - Tecnam Traveller: Maximum length 42 inches
  - **Antlers** or animal horns, free of residue to the degree possible, with skull wrapped and tips protected.
    - Cessna 402 / Britten Norman Islander: Maximum 15" x 30" x 45"
    - Tecnam Traveller: Maximum 15" x 30" x 42"
  - **Coolers** (small) containing dry ice – Maximum 50 lbs. and 42 linear inches.
  - **Duty-free bags** – Maximum 50 lbs. and 42 linear inches
  - **Fishing** equipment (rods, reels, landing net, tackle box) encased in a suitable container all considered as "one special item."
    - Cessna 402 / Britten Norman Islander: Maximum length 70 inches
    - Tecnam Traveller: Maximum length 42 inches
  - **Golf** bags properly encased in a closed, covered soft or hard-sided container, Maximum 62 linear inches.
  - **Hockey/Lacrosse Sticks/Curling Brooms** ("Sticks") – Up to two Sticks taped together plus one sports bag will be considered "one special item" for purposes of this Section. Maximum 50 lbs.
    - Cessna 402 / Britten Normal Islander: Maximum length 70 inches
    - Tecnam Traveller: Maximum length 42 inches
  - **Scuba** equipment consisting of empty scuba tank (with valve stem removed as required by TSA) and dive gear. For non-TSA screened flights, scuba tank must be decompressed to below 29 PSIG. Note: For rebreather equipment, soda lime must be 4% Sodium Hydroxide or less.
  - **Skis** (snow/water) and **Snowboards** –Up to two pairs of snow skis in one bag plus one ski boot bag will be considered "one special item" for purposes of this Section.

- Cessna 402 / Britten Norman Islander: Maximum length 70 inches
- Tecnam Traveller: Maximum length 42 inches
- **Tool Kits** – Maximum 50 lbs. and 42 linear inches

d.) Cape Air is not liable for damage to special items that are not properly protected and appropriately packed for transport.

7. Boxes and Large Containers. Boxes and large containers which hold personal effects are carried as Additional Checked Baggage (e.g., fees and aircraft space availability apply) and must not exceed 50 lbs. and 42 linear inches (length + width + height). Maximum 2 per Customer. All boxes and containers are further subject to other requirements such as Cape Air's Restricted Articles and TSA Regulations
8. Embargoes. Additional seasonal or route-specific baggage restrictions, or "embargoes," may also apply depending upon the aircraft size and/or the Codeshare partner policy in place at any point in time.
9. Musical Instruments. Cape Air accepts on board musical instruments of any size, character, or shape so long as the size and weight limitations of the aircraft and aircraft compartment are not exceeded. Musical instruments are carried under the same terms and conditions (including fees, if any) as any other baggage.

### **C. Baggage Fees, Exemptions, and Applicability**

1. US DOT Rules for Applicable Carrier Fees. Whether your travel is exclusively on Cape Air or connecting with a partner airline where the itineraries are booked together on the same ticket (aka an "Interline Itinerary"), the DOT rules state that the fees of the 1<sup>st</sup> carrier appearing on the ticket of the Customer's itinerary shall apply to the entire itinerary. Charges apply each way and are cumulative. **Regardless of which airline fees apply, Cape Air's Allowance policies apply, and all bags must meet the size, number and weight restrictions noted in this Contract of Carriage.** When bag fees apply, those in effect at the time of the ticket purchase will be levied during your travel.
2. Baggage Fees. Cape Air's baggage fees are available at [www.capeair.com](http://www.capeair.com) and are incorporated by reference as if set forth in this Contract of Carriage. Baggage fees are published through ATPCO and can vary depending on the itinerary. Baggage fees are calculated and disclosed to the Customer at time of booking, whether through our Contact Center, our website, or a partner airline or agency.

Baggage fees are cumulative. Any bag that exceeds the number of bags permitted as Standard Free Bag Allowance and/or any bag that is 51 – 70 lbs. is subject to cumulative baggage fees.

3. Codeshare Itineraries. When the 1<sup>st</sup> flight of the itinerary is a Codeshare flight, the fees of the marketing carrier apply, not the fees of the actual carrier operating the flight. For Cape Air Codeshare flights, this means that the fees of our major airline partner will apply to the entire itinerary. For Codeshare Itineraries, the baggage policies of the marketing carrier also apply, **however these allowances are subject to size, number weight, and any other limitations in this Contract of Carriage. These limitations are due to the size of the aircraft or to differences in regulations or operating certificates.**

4. Exemptions from Baggage Fees on 9K Marketed Flights. The following are exempt from ALL baggage fees levied by Cape Air. Additional or different charges may apply when levied by a partner airline through Interline, Codeshare or other airline partner agreements.
  - Active Duty, Reserve, and National Guard military personnel (including dependents and retirees) holding a Military or Dependent ID.
  - When a fare includes a fee-waived baggage allowance, Cape Air participates in the fare, and the allowance appears on the applicable e-ticket, Cape Air will honor the ticketed fee exemption.

**d. *Conditions of Checked Baggage and Baggage Procedures***

1. Must Present Valid Ticket for Transportation. Before Cape Air will accept any baggage, 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 Codeshare agreement. Cape Air has the right to refuse to transport baggage on any flight other than the one carrying the Passenger.
2. Must Observe Check-In Times. Baggage must be checked in at the airport sufficiently in advance of flight departure to allow for airline, airport and, when applicable, TSA and other government processing. See guidelines in Section entitled "Airport Show Times & Re-check Requirements." If a Customer does not present their 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 to the destination airport.
3. Through-Checked Bag Exclusions. For Customers traveling on the following markets, baggage cannot be checked-through to the Customer's final destination on connecting carriers with whom Cape Air has Interline and/or Codeshare agreements. For connections involving these markets, the Customer must retrieve their Checked bags on arrival at the Cape Air city and re-check them with the connecting carrier. Connecting carrier fees may apply when re-checking the bags.
  - a) Hyannis (HYA) to/from Nantucket (ACK)
  - b) Hyannis (HYA) to/from Martha's Vineyard (MVY)
  - c) Nantucket (ACK) to/from Martha's Vineyard (MVY)
  - d) Lebanon (LEB) to/from Westchester (HPN)
  - e) Martha's Vineyard (MVY) to/from Westchester (HPN)
  - f) Nantucket (ACK) to/from Westchester (HPN)
4. Identification and Items of High Personal Value. All Checked baggage must have, at a minimum, name identification on the outside. It is recommended to include contact information for both origin and destination (e.g., cell phone number) on the outside and inside of the baggage. Cape Air also recommends that Customers maintain on their person certain small but high value or high personal value items such as travel documents, medicines, money/credit cards, keys, or jewelry. It is important to remember not to lock Checked baggage, as required by Federal regulations.
5. Carriage on Cape Air Flights and Connections. As also noted in our policy on carriage of Additional Checked Baggage, aircraft size may unfortunately limit the amount of baggage accommodated on board any particular flight. Priority is provided to bags traveling pursuant to a Customer's Standard Free and Additional Free (e.g., assistive

devices) Baggage Allowance. Best efforts are made to load Additional Checked Baggage. Baggage that cannot be accommodated will be flown on the next flight on which space is available. Cape Air will determine in its sole discretion how to manage the volume of baggage for each flight in applying its best effort.

Customers connecting onto a Cape Air flight with large "carry-on" bags typical for those permitted on board larger aircraft 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 bags that exceed the parameters for Personal Items must check these bags at the gate prior to boarding the flight. Furthermore, operations, security directives or other safety considerations may limit the allowable Personal Items on a specific flight. Cape Air reserves the right in its sole discretion to determine the suitability and place of storage for any items to be carried in the aircraft.

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

6. Claiming Baggage. Only the holders of the baggage claim check may claim Checked and Gate-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.

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

1. General. Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, the following provisions apply.
2. Checked and Unchecked Baggage
  - a) For Domestic Carriage. Liability for loss, delay or damage to Checked baggage, Gate-Checked baggage, or any Baggage or Personal Item which is taken into custody by Cape Air, is limited to the fair market value at the time of the loss, damage or delay and will not exceed (except for wheelchair and other assistive devices) (1) for on-line travel solely on Cape Air with no connecting service, \$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, \$3800 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, \$500 per Passenger. Cape Air assumes no responsibility or liability for loss or damage to unchecked Personal Items unless the loss or damage occurred while in the sole custody of Cape Air or was caused by the sole negligence or willful misconduct of Cape Air.
  - b.) For International Carriage (including domestic portions of international journeys) covered by the Montreal Convention. Liability for loss, delay, or damage to all Baggage, Checked and unchecked, is limited to 1,288 Special Drawing Rights per Passenger (see [www.imf.org](http://www.imf.org) for current value).
  - c.) For International Carriage (including domestic portions of international journeys) covered by the Warsaw Convention. Liability for loss, delay or damage to

baggage is limited to approximately \$9.07 per pound (\$20.00 per kilo) up to \$640 per bag for Checked baggage (including Gate-Checked baggage) and \$400 per Passenger for unchecked baggage in the custody/control of the carrier.

3. Fragile, valuable, perishable, and other items not suitable for transport. Cape Air recommends that you do not pack fragile, high-value or perishable items in your Checked or Gate-Checked baggage. If you choose to pack fragile, high-value or perishable items in Checked or Gate-Checked baggage and any such items are lost, damaged, pilfered, or delayed, you will not be entitled to any reimbursement and Cape Air is not liable for any such claim (except for international travel subject to the terms of the Montreal or Warsaw Conventions). Please disclose to a Cape Air agent if you have any such items in your Checked or Gate-Checked baggage.

Cape Air is not liable for damage to a Customer's Personal Item or in cabin baggage that contains fragile, valuable, or perishable items, unless damage occurred while in the sole custody of Cape Air. Customers are responsible for all damage 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; antlers; 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; tents and sleeping bags made of cloth, plastic, vinyl or other easily torn material and/or those having aluminum frames; tools; works of art; or, other similar valuable items and commercial effects included in Checked and Gate-Checked baggage with or without the knowledge of Cape Air.

4. Limited Release Tags. Cape Air has the right to refuse to accept baggage that does not meet the standards in this Contract of Carriage. In cases where Cape Air accepts 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.
5. Normal Wear and Tear. Cape Air is not liable for minor damage such as scratches, scuffs, stains, dents, cuts, and dirt resulting from normal wear and tear. For clarification purposes, damage beyond normal wear and tear to specific parts of baggage, such as wheels, straps, zippers, handles, and protruding parts, is not excluded from liability.
6. Unclaimed Bags. Cape Air is not liable for baggage not claimed by the Customer immediately upon arrival.
7. 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.

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

1. General. Cape Air assumes responsibility only for those claims arising from transportation of baggage over its own routes. All claims are subject to proof of

actual loss by the Customer. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price. This may be demonstrated through presentation of original purchase receipts or evidence of actual value.

All claims will be accepted for review by the appropriately trained personnel regardless of whether any employee of Cape Air believes that the claim will or will not result in reimbursement. Every Customer has the right to submit a claim.

No action shall be maintained for any loss, damage, delay, or pilferage of Checked or Gate-Checked baggage, or any Personal Item, 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.

2. Domestic Carriage Limitations and Claims Restrictions. Lost, delayed or damaged baggage must be reported via a Mishandled Baggage Report to a Cape Air Customer service agent, or an authorized agent of an Interline or Codeshare 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.
3. International Carriage Limitations and Claims Restrictions. Damaged baggage must be reported via a Mishandled Baggage Report to a Cape Air Customer service agent, or an authorized agent of an Interline or Codeshare 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.

**g. *Refunds and Remedies for Delayed and Lost Bags, Delivery, and Incidental Expenses.***

1. General. Cape Air strives to deliver Checked and Gate-Checked baggage to our Customers in a timely manner. When on occasion a bag is delayed, we will make every reasonable effort to return mishandled baggage within twelve (12) hours for domestic itineraries, within (15) fifteen hours for international itineraries where the flight between the United States and a point in a foreign country is twelve hours or less, and within (30) thirty hours for international itineraries where the flight between the United States and a point in a foreign country is over twelve hours. Cape Air uses a comprehensive system to locate missing baggage and to communicate with affected Customers.
2. Refund of Bag Fee for Significantly Delayed Bags

- a.) If a Checked or Gate-Checked bag is Significantly Delayed, as defined in this Section, and the Customer has given notice by filing a Mishandled Baggage Report with Cape Air or our partner airline at the final destination, the Customer will receive an automatic refund of the baggage fee for that bag.
- b.) A Checked or Gate-Checked bag is Significantly Delayed when the bag is not delivered within the following times of the Customer's flight arriving at the gate:
- For domestic itineraries within (12) twelve hours;
  - For international itineraries where the flight duration of the segment between the United States and a point in a foreign country is twelve hours or less, within (15) fifteen hours;
  - For international itineraries where the flight duration of the segment between the United States and a point in a foreign country is over twelve hours, within (30) thirty hours.
- c.) The length of the delay is calculated based on when the Passenger arrives at the destination which is the last flight segment on the itinerary and is given an opportunity to deplane to when the bag is delivered to a mutually agreed location (e.g., hotel or Passenger's home) or when the Passenger (or someone authorized to act on behalf of the Passenger) picks up the bag at the airport. If the Passenger is not at the mutually agreed location at the time of delivery, the Passenger will be notified of the delivery.
- d.) No refund will apply if the bag is Significantly Delayed due to the Passenger's failure to pick up and recheck bags at International entry points into the U.S. or where the Passenger is not present to pick up a bag that arrived on time at the Passenger's ticketed final destination. Examples of this include when a Passenger travels to a "hidden city" (i.e., when passengers book a through fare with intention to disembark mid-travel but the bags are checked all the way through to the final destination), a Passenger fails to pick up a bag before taking a flight on a separate ticket, or other reason due to the fault of the Passenger as documented by Cape Air. No refund will apply if the Passenger voluntarily agrees to travel without their Checked Bags on the same flight as a way to make the flight when they checked in late or are flying as a stand-by Passenger.

3. Delivery of Delayed Bag.

In the event that Checked or Gate-Checked baggage does not arrive before or at the time the Customer arrives, Cape Air will strive to deliver such Checked or Gate-Checked baggage to Customers at a mutually agree location (e.g., hotel or Passenger's home.) Delivery availability and times may vary with the destination, third party vendor, whether the customer voluntarily separated from their bag or 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. Alternatively, Customers may choose to return to the airport to claim their baggage at their own transportation expense in lieu of delivery.

4. Incidental Expenses. Customers whose bags are delayed are entitled to incidental expenses which are reasonable, actual, and verifiable, subject to the maximum limits for which Cape Air is liable under this Contract of Carriage Customers must present receipts for all reasonable expense reimbursements incurred.

If the delayed bag becomes a claim for which monetary compensation is appropriate in accordance with this Contract, incidental expenses advanced for the initial delay will be deducted from the claim's settlement total. Incidental 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.

**h. *Restricted Articles.***

1. General. Many items used every day at home or work are regulated as Hazardous Materials (aka "hazmat" or "dangerous goods.") These products may seem harmless; however, when transported by air they can be dangerous. Vibrations, static electricity, and temperature and pressure variations can cause items to leak, generate toxic fumes or even start a fire.

Federal law prohibits hazardous materials from being included in Checked baggage, Gate-Checked baggage or in any Personal Item. There are a few exceptions for some common personal care items when carried in limited quantities (such as hairspray, perfume, and nail polish), medicines, battery-powered electronics, and assistive devices.

**TSA regulations, customs authorities and other regulators also have rules on prohibited items and may impose additional restrictions, limitations, and/or fees beyond those mentioned herein.**

2. Hazardous Materials and Exceptions. Other than exceptions permitted pursuant to 49 CFR 175.10, any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171 – 180) and/or the IATA Dangerous Goods Regulations and revisions and reissues thereof are not accepted for transport on Cape Air. 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 up to \$500,000. Hazardous materials include, but are not limited to, explosives, compressed gases, flammable liquids and solids, oxidizers, toxic and infectious substances, poisons, corrosives, and radioactive materials.

Please refer to the FAA PackSafe website and the TSA "What Can I Bring" website for detailed information on restrictions on what can and cannot be brought through security screening and/or transported on board any aircraft.

<https://www.faa.gov/hazmat/packsafe/> and <https://www.tsa.gov/travel/security-screening/whatcanibring/all>

**Further restrictions may be imposed by Cape Air and are found in this document. For policies for travel on a partner airline, please refer to that airlines' web site and contract of carriage. It is your responsibility to ensure your baggage conforms to all applicable regulations and requirements.**

3. Portable Electronic Devices ("PEDs").
  - a.) Carriage. Most consumer portable electronic devices intended for personal use are permitted in Checked bags, Gate-Checked bags or as Personal Items including cell phones, electronic games, tablets, laptops, and cameras. Batteries for these devices typically do not exceed the limitations for carriage (see section

regarding Batteries below). **Note there are important exceptions including, but not limited to, Electronic Cigarettes and Hoverboards.**

- b.) Onboard Use. Onboard use of PEDs is generally permitted, subject to the below limitations and to those items expressly prohibited in the section entitled, "**Prohibited** PEDs Not Approved for Use at ANY Time Onboard." PED use includes Bluetooth-enabled devices and accessories (e.g., wireless mice, keyboards, and headphones):
- If the PED has a transmitter, the transmitter must be disabled by placing the device in "airplane mode."
  - The PED must be small and permitted onboard as a Personal Item, which may vary by aircraft type.
  - For travel in the Britten Norman Islander, use is not permitted except for those items listed in the section "**Approved** PEDs for Use Onboard at All Times."
  - Instructions by Cape Air personnel may restrict use during the boarding process or at other times as deemed appropriate in Cape Air's sole discretion.
  - Please also refer to the section "**Approved** PEDs for Use Onboard at All Times" for a list of specific PEDs which, due to their nature, are always permitted to be used onboard.
- c.) **Approved** PEDs for Use Onboard at All Times
- Small cameras which do not transmit or use Bluetooth (flash is prohibited).  
**Please note:** Photographs must be for the purpose of capturing personal events. Photography of any kind of other customers or airline employees, including pilot crews, without their express consent is prohibited.
  - Hearing aids, pacemakers, and other approved electronic medical devices
  - One-way pagers (capable of receiving signals only)
  - Electronic / digital watches
- d.) **Prohibited** PEDs Not Approved for Use at ANY Time Onboard
- For travel in the Tecnam Traveller and Cessna 402:
    - AM/FM transmitters and receivers (including televisions and radios)
    - Electronic, simulated smoking materials (e.g., cigarettes, pipes, cigars)
    - Personal air purifiers
    - Remote control devices or toys
    - Two-way communication devices with transmitters which cannot be disabled by placing in "airplane mode" (e.g., walkie talkies)
    - Portable oxygen concentrators (POCs)
  - For travel in the Britten Norman Islander, all of the items prohibited for the Tecnam Traveller and Cessna 402, plus:
    - Bluetooth devices and accessories (e.g., wireless mice, keyboards, headphones)
    - All two-way communication devices, unless expressly permitted in this section.

#### 4. Common Household Items

- a.) Personal toiletries or medicines such as perfumes, hairspray, nail polish, shaving cream, sunscreen and insect repellent in limited quantities are permitted so long as they are within TSA limits. **Aerosol nozzles must be protected by a cap.**

- b.) Non-personal use items such as bleach, drain cleaner, oil-based paint, spray paint and other spray cans, laundry starch, cooking sprays, WD-40, shoe cleaner, flammable glues (rubber cement or some super-glues), insecticides and all such items carried in any quantity are prohibited.

5. Fuel & Matches

- a.) Matches. 1 packet of regular matches or 1 disposable lighter is permitted in-cabin only. "Strike anywhere" matches are always prohibited.
- b.) Fuels such as lighter fluid, torch lighters, fireworks, and flare guns are prohibited. One cordless butane-fueled curling iron is permitted in cabin only if the flammable gas cartridge is installed – no spare cartridges are permitted. Nonflammable gas cartridges for mechanical limbs, including spares, are permitted.
- c.) **Important note on ANY item which has contained fuel at ANY time, regardless of being emptied and cleaned.** This includes but is not limited to camping devices (such as lanterns, stoves and heating equipment which use liquid fuel, propane, butane or similar), motorcycle or car parts, generators, and gas-powered tools or toys. These items are prohibited unless new, unused and in original packaging, contain no battery, and have never contained fuel of any type or in any form.

6. Electronic Cigarettes (E-cigarettes).

- a.) Due to their potential to overheat or cause fire when activated, as determined by the FAA and ICAO, electronic cigarettes, personal vaporizers, or any battery-powered portable electronic smoking device ("E-cigarettes") are not permitted in any Checked or Gate-Checked baggage, or in any external baggage compartment of the aircraft. **Please inform a Cape Air agent if you have e-cigarettes in any of your Baggage.**
- b.) **Use** of e-cigarettes onboard the aircraft remains prohibited at all times.
- c.) **Recharging** of the e-cigarettes and/or the batteries on board the aircraft remains prohibited at all times.
- d.) E-cigarettes carried onboard must not exceed a Watt-hour rating of 100 Wh.

7. Batteries (Lithium/Non-Lithium) – When Installed in Devices to be Transported.

When installed in devices intended for use, batteries are permitted so long as the following requirements are met. EACH battery must meet the following:

- a.) General. For lithium metal batteries, must not exceed a lithium content of 2 grams.
  - Exception for Portable Medical Electronic Devices: May exceed 2 grams but not 8 grams.
- b.) General. For lithium ion (rechargeable) batteries, must not exceed a Watt-hour (Wh) rating of 100 Wh.
  - Exception when used to power Mobility Aids for disabled Passengers. See Wheelchairs and Other Assistive-Related Devices.
  - Exception for Portable Medical Electronic Devices: May exceed 100 Wh but not 160 Wh.

- c.) Requirements for all Installed Batteries
- Battery terminals must be protected from short circuits (e.g., enclosed within a battery housing)
  - Battery must be securely attached to the device; and
  - Electrical circuits are isolated (e.g., physically broken or interrupted) to prevent accidental activation.
- d.) For more information and requirements involving mobility assistive devices, please the Section entitled Wheelchairs and Other Mobility Assistive Devices

**PROHIBITED AT ALL TIMES:**

Because of the risk of igniting, the below Lithium Battery-Powered Devices are NEVER accepted for transport on any Cape Air flight under any conditions:

- Damaged devices;
  - Devices subject to a safety recall;
  - Devices Identified by the manufacturer as having a safety defect; and
  - Self-Balancing Recreational Mobility Devices (“hoverboards”).
8. Spare Batteries (Lithium/Non-Lithium).  
Lithium and non-lithium dry batteries not installed in a device and carried as spares for personal use are permitted so long as the following requirements are met.

Because batteries present a risk of both igniting and fueling fires in aircraft cargo/baggage compartments, spare batteries are not permitted in any Checked or Gate-Checked baggage, or in any external baggage compartment of the aircraft. Please inform a Cape Air agent if you have any spare batteries (especially lithium batteries) in any of your Baggage.

EACH battery must meet the following:

- a.) General. For lithium metal batteries, must not exceed a lithium content of 2 grams.
- Exception for Portable Medical Electronic Devices: No more than (2), each permitted to exceed 2 grams but not more than 8 grams.
- b.) General. For lithium ion (rechargeable) batteries, must not exceed a Watt-hour (Wh) rating of 100 Wh.
- Exception when used to power Mobility Aids for disabled Passengers. See Wheelchairs and Other Assistive-Related Devices.
  - Exception for batteries which are greater than 100 Wh. No more than (2) and each battery may exceed 100 WH but not 160 Wh.
- c.) Requirements for all Spare Batteries
- If uninstalled from a device for transport, the battery must be removed by the user in accordance with manufacturer’s instructions.
  - Terminals must be protected from short-circuiting (i.e., by placing in original packaging or otherwise insulating the terminals, by taping over exposed terminals or placing each battery in a separate plastic bag or protective pouch)
  - Batteries must be presented to a Cape Air agent for appropriate in-cabin stowage ensuring accessibility by crew.

**PROHIBITED AT ALL TIMES:**

Because of the risk of igniting, the below batteries are NEVER accepted for transport on any Cape Air flight under any conditions:

- Damaged batteries;
  - Batteries subject to a safety recall;
  - Batteries Identified by the manufacturer as having a safety defect;
  - Car, boat, aircraft, and motorcycle batteries;
  - All wet cell batteries
9. Smart Bags. Lithium batteries must be removed from any bag which constitutes a "Smart Bag" and carried in accordance with Cape Air's rules in this Contract of Carriage for Spare lithium batteries. Smart Bags with non-removable lithium batteries are prohibited.
10. Dry Ice. Dry ice in quantities of 5.5 pounds (2.5 kg) or less per Passenger is permitted. Customers cannot pool their portions, even within the same traveling party. The container or package must be ventilated to permit the release of carbon dioxide gas, be marked as containing dry ice, and display the net weight and the identity of the perishable item being cooled. Styrofoam coolers containing dry ice must be sufficiently durable and leak-resistant to be accepted for transport.
11. Wet Ice. Wet ice, including ice packaged in coolers, or other packaging of perishable items in "wet ice," is prohibited on board the aircraft regardless of the type of container used to contain the ice. "Gel packs" which do not melt into a pure liquid form are permitted.
12. Liquor. Up to 5 unopened liters, no more than 70 percent alcohol by volume (140 proof) per Customer is permitted as Checked or Gate Checked baggage (e.g., Duty Free). Packaging must be in receptacles smaller than 5 liters. Alcohol containing 24% or less alcohol by volume (e.g., beer, wine) is not subject to hazardous materials limitations. Customs and TSA regulations may impose additional limitations and fees.
13. Firearms and Ammunition.
- a) Armed Individual Travel. Only Federal Air Marshals (FAMs), Federal Flight Deck Officers (FFDOs) or other law enforcement officers (LEOs) authorized to carry firearms per Title 49 CFR 1544.221, may have a firearm accessible to them in flight. If travel to non-U.S. locations is included, carrying of such weapons must meet the requirements of any country involved. Carriage of any weapon on board a Cape Air aircraft, by anyone who is not a law enforcement officer or other authorized person in the performance of their duty, is only permitted when:
- Carriage of it is confirmed to be in compliance with all applicable laws and rules including those of any country-of-origin transit and destination and any other air carrier involved in the passenger's itinerary of which Cape Air is aware,
  - Appropriate documentation is provided and accurately completed.
- b.) Firearms in Checked Baggage. Passenger firearms (including all BB guns, flare pistols and the like) that are unloaded and encased in a hard-sided container which is locked (and only the passenger checking the baggage retains the key or combination) may be carried as Checked baggage in an external baggage compartment of the aircraft. All firearms to be checked in this manner must be declared by the Customer (who must be 18 years or older) in writing through the completion of a declaration tag.

c.) Small arms ammunition. Small arms ammunition for personal use may be carried as Checked baggage if securely packed in boxes or other packaging specifically designed to carry ammunition. Ammunition may be packed in the same case as the firearm, provided the firearm is unloaded. Ammunition checked in this manner must not exceed eleven (11) pounds per Passenger. The Passenger will be required to complete the applicable declaration forms.

d.) **Self-defense sprays including pepper spray are prohibited.**

e.) Customer compliance with laws and other requirements. 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 firearm/ammunition is being transported. More restrictive provisions may apply for Passengers traveling pursuant to Interline or Codeshare agreements arranged by Cape Air with partner airlines.

14. Oxygen, including for medical use – See Section under Acceptance of Customers

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

**i. *Wheelchairs and Other Assistance-Related Devices***

1. Wheelchairs and Other Mobility Assistive Devices

a.) General. One mobility aid (e.g., wheelchair) per Passenger will be accepted and transported at no additional charge subject to the conditions in this Section – **please note the important Aircraft-based Limitations which impact the size of the devices we are able to fit onboard**. Mobility aids are assigned the highest boarding priority, and every reasonable effort will be made to transport Customers and their mobility aids on the same flight. There may be times, however, when space, weight and safe stowage constraints may limit the number of devices which may physically and safely fit onto a particular aircraft. When this happens, we will coordinate with the Customer and offer the best solution available.

b.) Aircraft-based Limitations. Space constraints limit the size of the mobility aids which fit on board. Most non-collapsible mobility aids powered by dry and wet cell batteries are too large to fit on board the aircraft. We are able to accept the following smaller and collapsible mobility aids:

- Collapsible, non-motorized assistive devices (such as collapsible wheelchairs) which are relatively compact when collapsed.
- Mobility aids powered by lithium ion (rechargeable) batteries (such as collapsible scooters) WHEN ALSO meeting the following conditions:
  - Must be small, collapsible, and lightweight (not to exceed 70 lbs.)
    - For travel in the Tecnam Traveller and Britten Norman Islander, the width of the mobility aid must not exceed 22 inches.
  - A visual inspection reveals no obvious device defects, and the device is not otherwise prohibited within the Section entitled "Restricted Articles."

- When installed, the battery does not exceed 300 Wh,
    - Battery terminals are protected from short circuits (e.g., enclosed within a battery housing)
    - The battery must be securely attached to the mobility aid; and
    - Electrical circuits are isolated (e.g., physically broken or interrupted) to prevent accidental activation.
  - When battery designed to be removed by the user when transported,
    - Battery must not exceed 300 Wh.
    - Battery must be removed by the user in accordance with manufacturer's instructions.
    - Terminals must be protected from short-circuiting (by placing in original packaging or otherwise insulating the terminals e.g., by taping over exposed terminals or placing each battery in a separate plastic bag or protective pouch)
    - A maximum of one spare lithium-ion battery not exceeding 300 Wh or two spares not exceeding 160 Wh each may be transported when stowed in accordance with agent instructions.
    - Batteries are not permitted in any Checked or Gate-Checked baggage, or in any external baggage compartment of the aircraft. A Cape Air agent will advise as to appropriate in-cabin stowage location ensuring accessibility by crew.
2. Strollers and Wagons. One collapsible stroller or folding wagon per Passenger will be accepted as additional free baggage allowance as Checked baggage.
3. Infant- or Child-Safety Seats (also known as "CRS" or "CARES").
- a.) General. The FAA strongly urges the use of a CRS for every child on every flight, as it is the safest place for a child when flying. One infant- or child-safety seat (also known as a child safety restraint system "CRS" or Child Aviation Safety Restraint System "CARES") per Passenger will be accepted as additional free baggage allowance, as Checked baggage, or for use in the aircraft cabin. CRS's accepted for use onboard must be government-approved for use in aircraft by the FAA or other authorized government agency, have a harness which attaches the child to the CRS, be fitted with a hard seat, and attach directly to the aircraft seat. The accompanying Passenger is responsible for ensuring that the CRS functions correctly, that the child does not exceed the CRS's limitations, that the child is properly secured in the CRS and that the CRS is secured to the aircraft seat. Cape Air does not reserve space for a CRS unless a ticket has been purchased for the child. If the CRS is not government-approved for use onboard an aircraft, it may not be used, but be carried as Checked baggage. Additional helpful guidance may be found at: [https://www.faa.gov/travelers/fly\\_children/](https://www.faa.gov/travelers/fly_children/).
  - b.) Aircraft-based Limitations. CRS's are approved for use in the aircraft cabin on all aircraft except the Britten Norman Islander where the harness cannot be properly secured due to the bench-style seating. Children will be accommodated using the existing seat belt system with modifications to the shoulder harness, depending on the size of the child. Infants may travel on the lap of an adult.
  - c.) Customer with Special Needs. Most young children who use a CRS weigh 44 lbs. or less. However, there are some children with physical challenges who weigh more than 44 lbs. and need the support and security of a CRS so they can travel safely on an aircraft. Use of a government-approved CRS which is properly

labeled, appropriate for the child's weight, and properly secured to the aircraft is permitted.

Adults (18 years or older) who have physical challenges that require the support and security of a CRS may request an exemption to the FAA's regulations that require each Passenger to be properly secured by a safety belt. See [faa.gov](http://faa.gov) for more information on this exemption as well as further advice on the safe use of CRS's onboard.

4. Wearable Defibrillator Life Vests. Unless otherwise prohibited herein, Passengers are permitted to wear Wearable Defibrillator Life Vests on board all Cape Air aircraft.

**j. *Pets***

1. General. Pets are accepted for transport subject to a service charge of \$30 (unless otherwise specified in this Contract of Carriage or in the applicable tariff) and other conditions as noted herein. Cape Air reserves the right to refuse carriage of Pets at any time. **For clarification purposes, acceptance of "Service Animals" is governed by the policy on "Service Animals" and not this policy on "Pets."**
2. Accepted In-Cabin Pets. Unless otherwise noted herein, Cape Air accepts as Pets domesticated cats, dogs, rabbits, and household birds for transport in-cabin when accompanied by the Customer.
3. Advance Reservations and Limits on Number of Pets on Board.
  - a) Advance reservations are recommended due to the limitation on the number of live animals onboard the aircraft for safety reasons. Only (1) one live animal per aircraft may be booked confirmed space. Live animals are approved and carried on a first-come first-served basis. Should a Passenger with a Pet have a confirmed booking but a Passenger with a Service Animal request to be boarded, Cape Air will seek out all alternatives available including offering the Passenger with the Pet confirmed space on the next available flight to accommodate the Service Animal.
    - Pets with advance reservations must meet the requirements of this section, including, in particular, those pertaining to size and weight of the Pet and/or kennel. Pets must meet these requirements as well as all other conditions of travel to ensure safe transport. Although Cape Air will make every effort to honor advance reservations for Pets, due to the size of our aircraft, the advance reservation is not a guarantee that the Pet will be able to be safely accommodated on board any particular flight.
  - b) Limit is (1) one Pet onboard each aircraft
    - Exception: Multiple Pets from the **same family** are permitted on the same aircraft. However, due to space and weight constraints, the Passenger and multiple animals may not be able to be accommodated on any particular flight
4. Must be Accompanied by Passenger. All Pets must be accompanied by a traveling Passenger who is the owner or a designee who assumes full responsibility for the animal. Cape Air will not transport Pets as unaccompanied freight.

5. Limitations with Connecting Flights. Customers must check and retrieve their Pets planeside for each Cape Air flight. Pets will not be automatically transferred between connecting Cape Air flights. Cape Air will not transfer Pets to other airlines - Customers must make their own arrangements directly with other airlines for connecting flights (Interline and/or Codeshare) with other carriers. When making such arrangements individually with each carrier, please keep in mind that different policies, including carrier sizes and fees, may apply for each carrier.
6. Approved Kennels and Carriage Generally
- a.) Kennel Requirement. Except as otherwise provided in this section, a soft or hard-sided kennel suitable for transport of the Pet is required to transport the Pet to the aircraft and to contain the Pet within the cabin. It is the obligation of the Customer to provide such kennel. The **maximum** kennel size is **28"x20.5"x20.5" (see Sections (b) and (c) below as well as "Embargoes and Limitations" for exceptions)**. A Pet should be able to stand up and turn around comfortably in a properly-sized kennel. Multiple very small Pets (e.g., birds, rabbits, cats) from the same family may be transported within the same kennel providing this standard is met for both animals and it is deemed safe in the sole discretion of Cape Air.
- b.) Tecnam Traveller Kennel Limitation. Kennels additionally **MUST** be hard-sided unless the kennel is able to be stowed under the seat in front of the Customer. The maximum limits for under-seat stowage are kennel dimensions of less than 12" x 6" x 8". Pets stowed under-seat must not exceed 35 pounds. All Kennels in excess of 12" x 6" x 8" must be hard-sided, not exceed the maximum kennel size in Section (a) and shall be located for safe transport behind an opaque, secure divider separating the passenger compartment from the baggage compartment and, as a result, inaccessible physically and visually during all times on board the aircraft.
- c.) Limited Market-based Exception. In addition to Pet travel using a kennel as provided in this Section, Cape Air is able to offer limited, market-based exceptions due to the different requirements for travel between certain airports. The requirements are:
- For travel exclusively between Hyannis, Nantucket, Martha's Vinyard or New Bedford.
  - The Pet must be a dog less than 80 lbs. in weight
  - The dog must be restrained with a leash, harness, or other similar device.
  - The dog must be situated in a location within the passenger cabin which does not obstruct access to the aisle or emergency exit. The location will be determined solely by Cape Air and may differ depending upon aircraft type, size of the animal, and other factors.
  - For safety reasons, Cape Air can only accommodate (1) one dog on the Tecnam Traveller. If a Customer has multiple dogs from the same family, accommodation will be as space is available.
  - The ability to carry Pets pursuant to this provision is contingent upon rules by the airport authorities of the airports we serve and is subject to change without notice.
7. Embargoes and Limitations. Seasonal or route-specific restrictions, or "embargoes," may apply depending upon the aircraft size and/or the Codeshare partner policy in place at any point in time. Embargoes below are subject to change without notice.

- a.) Flights to/from New York City (JFK). Only small cats and dogs are permitted. Animal and kennel combined must not exceed 20 pounds. Maximum size of kennel is 17" (L) x 12.5" (W) x 8.5" (H).
- b.) Caribbean Embargoes. No Pets are accepted for travel for any flight to/from Culebra, Puerto Rico (CPX), Virgin Gorda, BVI (VIJ), or for any flight to/from Nevis, WI (NEV).
- c.) Britten Norman Islander Aircraft Embargo. No Pets are accepted for travel for any flight operated by this aircraft type.
- d.) Adult Poultry Embargo. In order to ensure compliance with the U.S. Animal Welfare Act, Cape Air does not transport live adult poultry.

#### 8. Health and General Condition

- a.) The Pet must be harmless, odorless, inoffensive, and suitable for in-cabin transport as determined by Cape Air in its sole discretion. A Customer assumes full responsibility for the safety, well-being and conduct of their Pet while on-board the aircraft.
- b.) Cape Air assumes no responsibility for the impaired health or death of the Pet due to illness or injury when the Pet 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 Majeure Event.

9. 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 Pet is being transported. Upon arrival, health certificates, import permits, and other papers may be required by local authorities (particularly and frequently required for travel beyond the domestic United States), depending upon the route on which the Pet is traveling.

10. Service Animals. Service Animals accompanying disabled Customers or government officials are accommodated on all flights at no additional charge to the Customer, subject to the policy herein. (See Service Animals under section entitled "Acceptance of Customers").

**k. *Restrictions Due to Federal Law: Marijuana.*** Despite recent changes in local State laws, Federal law does not allow marijuana, medical or recreational, in any form, onboard commercial aircraft or in the secure locations of any airport terminal, beyond TSA screening. Accordingly, Cape Air does not permit the transport of marijuana in any form on any of our flights. For more information regarding this Federal prohibition, please refer to [www.airsafe.com](http://www.airsafe.com).

## 5. Acceptance of Customers

**a. *Refusal to Transport.*** Cape Air may refuse to transport, or may remove from the aircraft at any point, any Customer(s):

- 1. Government Request, Regulations or Security Directives. When necessary to comply with government regulations, Customs and Border Protection, government or airport security directives, government orders for removal from the U.S, or any governmental request involving emergency transport;
- 2. Safety. When necessary for the safety of themselves, other Passengers, or members of the crew, including but not limited to:

- a.) Customers whose conduct is disorderly, offensive, abusive, or violent;
  - b.) Customers who fail to comply with or interfere with the duties of the members of the flight crew, federal regulation, or security directives;
  - c.) Customers who assault any Cape Air employee or any Cape Air Passenger;
  - d.) Customers who, through and as a result of their conduct, cause a disturbance such that a member of the crew must leave their seat to attend to the disturbance;
  - e.) Customers who are barefoot or not properly clothed;
  - f.) Customers who appear to be intoxicated or under the influence of drugs to a degree that the Customer may endanger themselves, another Passenger, or a member of the crew (other than a Qualified Individual with a Disability whose appearance or involuntary behavior may make them appear to be intoxicated or under the influence of drugs in which case boarding will not be denied);
  - g.) Customers wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons, provided however that Cape Air will carry law enforcement personnel who meet the exceptions under the Section on Firearms and Ammunition;
  - h.) Customers who are unwilling or unable to follow Cape Air's policy on smoking or use of other smokeless materials;
  - i.) Customers who are unable to sit in a seat with a seat belt properly secured in the manner required by Cape Air's regulatory agencies;
  - j.) Customers who appear to have symptoms of or have a Serious Communicable Disease or condition that could pose a Direct Threat to the health or safety of others on the flight, or who refuse a screening for such disease or condition, or have an offensive odor such as from a draining wound (Note: Cape Air requires a medical certificate for Customers who wish to travel under such circumstances)
  - k.) Customers who fail to travel with the required safety assistant(s) pursuant to this Section, Acceptance of Customers;
  - l.) Customers who do not qualify as acceptable Non-Ambulatory Passengers pursuant to this Section, Acceptance of Customers;
  - m.) Customers who have or cause a malodorous condition (other than individuals qualifying as disabled);
  - n.) Customers who have in the past refused to comply with Cape Air's rules, disrupted Cape Air's operations or abused Cape Air's employees;
  - o.) Customers who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
  - p.) Customers who are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight (Note: Cape Air requires a medical certificate for Customers who wish to travel under such circumstances.)
3. Breach of Contract of Carriage. When there is a failure to observe the rules of the Contract of Carriage;
  4. Force Majeure and Other Unforeseeable Conditions. 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 Events, strikes, or disturbances, whether actual, threatened or reported;
  5. Proof of Identity. When the Customer refuses a request to produce identification satisfactory to Cape Air or the Customer's identification mismatches their ticket information. Cape Air has the right, but is not obligated, to require identification of persons purchasing tickets and/or presenting a ticket for the purpose of boarding the aircraft.

6. Failure to Pay. 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 or has engaged in a Prohibited Practice Related to Tickets (see Section, Cancellation of Reservations).
7. Across International Boundaries. Whenever government required travel documents appear not to be in order according to Cape Air's reasonable belief or such Customer's embarkation from, transit through, or entry into any country from, through or to which such Customer desires transportation would be unlawful or denied for any reason.; or
8. Search of Passenger or Property. When the Customer refuses to submit to electronic surveillance or to permit search of their person or property.

Cape Air is not liable for its refusal to transport any Customer or for its removal of any Customer in accordance with this Section. A Customer who is removed or refused transportation may be eligible for a refund, upon request, as the Customer's sole and exclusive remedy. Any Customer who, by reason of engaging in the above activities in this Section, causes Cape Air any loss, damage or expense of any kind, consents and acknowledges that they shall reimburse Cape Air for any such loss, damage, or expense. Cape Air has the right to refuse, on a permanent basis, any Customer who, by reason of engaging in the above, causes Cape Air any loss, damage, or expense of any kind, or has been disorderly, offensive, abusive, or violent.

**b. *Disabled Individuals and Passengers Requiring Assistance.***

1. General. 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, or discriminate against, a disabled individual, who may be transported in accordance with the Company's FAA-approved operating procedures, on the basis of their 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 their disability.

Although the small size of many of our aircraft may limit some of our flexibility (e.g., inability to fit non-collapsible electric wheelchairs), we will accommodate our Customers' special needs to the greatest extent possible, with dignity and respect, and in compliance with U.S. Department of Transportation Part 382. We encourage Customers with special needs to speak with a representative of Cape Air (1-800-CAPEAIR) prior to booking so that we may offer appropriate guidance and support for your travel.

2. Guidance for Customers
  - a.) Assistance from Cape Air. 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 reasonable assistance by Cape Air employees. This assistance will be in a dignified, safe, professional, and courteous manner and at all times Cape Air will consult with the Customer about any assistance and special plans arranged on the Customer's

behalf. 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. This assistance may include, depending upon the limitations of the aircraft and ramp/dock, steadying a Customer, or providing a helping hand as the Customer ascends or descends the step(s), assistance in getting to or from the seat, and assistance with loading and retrieving Personal Items or assistive devices stowed on board. Employees are not permitted, however, to lift or carry Customers on board the aircraft or assist with medical services. Should assistance beyond these measures be necessary for the Customer's safety, please refer to the Section discussing Safety Assistants in this Section. As the safest seating arrangement for Customers needing additional support may vary with the situation and with the aircraft type, Cape Air may offer to pre-board the Customer or may suggest boarding the Customer last for access to the most accessible seat.

b.) Guidance for Boarding. Customers must be physically able to ascend/descend several steps with minimal assistance to access Cape Air aircraft. Physical limitations of the aircraft preclude the use of assistive devices typically available for access to larger aircraft, such as jet bridges, lifts, or boarding chairs.

3. Qualified Individuals with a Disability and Safety Assistants.

a.) Safety Assistants. Customers who need additional support may travel with a safety assistant who is able to provide the extra assistance required for the Customer's safety. This support may include lifting a Customer for boarding and deplaning, so long as the weight limit of the aircraft stairs is not exceeded.

b.) Essential Safety Assistants Required. Cape Air will not require any individual covered by this Section to be accompanied by a safety assistant unless it is determined that such assistant is **essential** for safety. Cape Air may require a Customer meeting any of the following criteria travel with a safety assistant as a condition of being provided air transportation in the interest of the Customer's essential safety needs. In these circumstances, and if contrary to the individual's self-assessment that they are capable of traveling independently, Cape Air will not charge for the transportation of the safety assistant:

- 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 their 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 because there is not a seat available on a flight for a safety assistant 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 assistant will be deemed to have checked in at the same time as the Customer herein.

4. Advance Reservations and Check-In. Advance reservations and early check-in are recommended, although not required, to ensure time to coordinate the collaboration

needed for the safe boarding of qualified individuals with a disability and any assistive devices.

**c. Oxygen**

1. Use On Board Not Permitted. Personal oxygen supplies, canned oxygen, Continuous Positive Airway Pressure (CPAP) machines, and oxygen cylinders are **not** permitted to be **used** on board and Cape Air is not authorized to provide medical oxygen. Due to safe stowage limitations, Cape Air does **not** permit the **use** of Portable Oxygen Concentrators (POCs) onboard the aircraft.
2. Transport on Board Requirements and Exclusions.
  - a.) Portable Oxygen Concentrators (POCs). While use is not permitted at any time, Cape Air accepts onboard the aircraft for transport as Checked baggage, Gate Checked baggage, or as a Personal Item POCs that meet FAA acceptance criteria for carriage. POCs that meet the acceptance criteria for carriage onboard aircraft are identified by either:
    - Bearing a permanent label, on the exterior of the device, in red text which states, "The manufacturer of this POC has determined this device conforms to all applicable FAA acceptance criteria for POC carriage and use onboard aircraft."; or
    - The POC is included on the following list of POCs previously approved by the FAA for use onboard the aircraft: AirSep Focus; AirSep FreeStyle; AirSep FreeStyle 5; AirSep LifeStyle; Delphi RS-00400; DeVilbiss Healthcare iGo; Inogen One; Inogen One G2; Inogen One G3; Inova Labs LifeChoice; Inova Labs LifeChoice Activox; International Biophysics LifeChoice; Invacare Solo2; Invacare XPO2; Oxlife Independence Oxygen Concentrator; Oxus RS-00400; Precision Medical EasyPulse; Respiroics EverGo; Respiroics SimplyGo; SeQual Eclipse; SeQual eQuinox Oxygen System (model 4000); SeQual Oxywell Oxygen System (model 4000); SeQual SAROS; and VBox Trooper Oxygen Concentrator.
    - POCs which do not conform to the above acceptance criteria may be transported as a portable electronic device (PED) so long as they do not contain any hazardous materials and are transported in accordance with all of the rules which apply to the carriage of a PED (e.g., battery policies, etc.).
  - b.) Personal oxygen cylinders and canned oxygen. These are **not** permitted onboard the aircraft for transport at any time, as Checked baggage, Gate Checked baggage or as a Personal Item. Customers connecting to or from other airlines should take particular note of this restriction.
  - c.) Continuous Positive Airway Pressure (CPAP) machines. These are permitted onboard the aircraft for transport as Checked baggage, Gate Checked baggage or as a Personal Item.
  - d.) Nebulizers. Approved devices can be used on board. Device must be labeled by manufacturer as FAA-approved. Non-approved devices can be carried but not used so long as limits for lithium batteries and other requirements are met.
3. Additional Free Baggage Allowance. For any device that may be transported in accordance with this section, although the device must not exceed size and weight requirements as noted in our Section on Baggage, these devices are assistive devices for Customers with disabilities. As such, they do not count toward baggage allowance limits and are carried free of charge.

4. Connecting Customers. When connecting to or from any flight, including flights with Interline and Codeshare partners, the Customer is responsible for notifying and making independent arrangements directly with the other airline.

**d. *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 consult our Contact Center for more information regarding any particular request.

**e. *Service Animals***

1. General. Cape Air makes all reasonable accommodation for Service Animals (see "Definitions") to accompany Passengers in the aircraft cabin free of charge subject to the conditions in this Section. These conditions arise from limitations due to the size and nature of the aircraft as well as from our priority to ensure the health and safety of all on board.

2. Advance Reservations and Limits on Number of Service Animals on Board.

- a) Advance reservations are recommended due to the limitation on the number of live animals permitted onboard the aircraft for safety reasons. Only one live animal per aircraft may be booked confirmed space.
  - For Customers with (2) two Service Animals or large Service Animals (see also section below on Large Service Animals) **and who wish to guarantee transport on their flight**, Cape Air offers the option of purchasing an additional seat on the aircraft to provide additional foot space to safely carry the second or large Service Animal, thus ensuring available space on board a particular flight assuming all other conditions of travel are met.
  - Customers making advance reservations for Service Animals should review the general guidance in the section entitled "Carriage and Aircraft Limitations." If the Service Animal does not fit within the Passenger's foot space, there is no unoccupied seat, or other alternatives are not available, the advance reservation is not a guarantee that the Service Animal is able to be safely accommodated on board any particular flight.
  - Live animals are approved and carried on a first-come first-served basis, Should a Passenger with a Pet have a confirmed booking but a Passenger with a Service Animal request to be boarded, Cape Air will seek out all alternatives available including offering the Passenger with the Pet confirmed space on the next available flight to accommodate the Service Animal. Only if no options are available will Cape Air offer the less desirable alternative to the Passenger with the Service Animal of traveling on a later flight.
- b.) (2) Two Service Animals per Passenger are permitted onboard each aircraft subject to the policies herein.

### 3. Permitted Animals and Requirements

- a.) Approved Service Animals. Service animals are trained dogs which meet the definition in the Section entitled Definitions. Untrained emotional support or comfort animals may no longer travel as Service Animals. Animals that do not meet the definition of a Service Animal may travel as a Pet if the animal meets those requirements.
- b.) Harnesses and Securing the Service Animal. Service Animals must be secured with a harness, leash, or otherwise tethered while at the airport gate, on the ramp, and onboard the aircraft, and remain under the direct control of the accompanying Service Animal Handler at all times.
- c.) The Service Animal must have a current vaccination for rabies, and, to the best of the Service Animal Handler's knowledge, be free of fleas, ticks, or any other disease that would endanger others.

### 4. Carriage and Aircraft Limitations

- a.) General. Service Animals are expected to fit within the Passenger's foot space, leaving the aircraft aisle unobstructed. Federal regulations require that the Service Animal must not obstruct emergency exit rows, aisles, or any other area that is required to be clear to facilitate an emergency evacuation. A Cape Air agent will work with the Customer to determine the appropriate seating arrangement, considering all the specific circumstances for a particular flight
- b.) For transport in the Cessna 402. There is additional space in the aft of the Passenger cabin which allows for more flexibility in accommodating Service Animals. As guidance, trained service dogs, typically 50 – 80 pounds in weight, are safely accommodated on board. This weight range does not represent a limit but is intended to offer general guidance as to whether the Service Animal may be too large to be safely accommodated on board our aircraft. Please see additional options in the Section entitled "Large Service Animals."
- c.) For transport in the Tecnam Traveller. Due to the location of the emergency exits and internal seating configuration, some Service Animals may be too large to be accommodated within the Passenger's foot space without obstructing designated emergency exit rows or aisles. Any Service Animal which exceeds approximately 18 inches tall (measured to the shoulder) or 35 pounds in weight is likely too large to be safely accommodated within Passenger's foot space. This range does not represent a limit but is intended to offer general guidance as to whether the Service Animal may be too large to safely be accommodated in this manner. Please see additional options in the Section entitled "Large Service Animals."
  - Limited Market-based Exception. For travel exclusively between Hyannis, Nantucket, Martha's Vineyard or New Bedford, different requirements for travel between these airports allow for more flexibility and we are able to accommodate one Service Animal of a larger size. As guidance, a trained service dog, typically 50 – 80 pounds in weight, is safely accommodated on board in the rear of the cabin without blocking an Emergency Exit.
- g) For transport in the Britten Norman Islander. Due to the nature and size of the Britten Norman Islander aircraft, Service Animals in excess of 35 pounds are likely too large to be safely accommodated on this aircraft type. This range does

not represent a limit but is intended to offer general guidance as to whether the Service Animal may be too large to safely be accommodated in this manner. Please see additional options in the Section entitled "Large Service Animals."

- h) **Large Service Animals.** For large Service Animals which do not fit within the Passenger's foot space, there are additional options, some of which vary by aircraft type due to the configuration which impacts where Service Animals can safely travel onboard. Although every reasonable effort will be made to accommodate all approved Service Animals on board, some Service Animals may be too large to be safely accommodated. Customers with large Service Animals are encouraged to contact Cape Air in advance to be sure the animal can be safely transported on board our relatively small-sized aircraft.
- **Available Seats and Alternate Flights.** When available, Cape Air will offer the option to secure the Service Animal within the foot space of a nearby unoccupied seat, or in the aft of the Passenger cabin near the cargo area. Cape Air will work with the Customer to choose the best location for securing the Service Animal and ensure the animal is properly restrained using the restraining devices provided by the Customer. If there is no unoccupied space, the aircraft is at maximum weight, or the aircraft is otherwise unable to safely accommodate the Service Animal on a particular flight, Cape Air will offer the Customer and Service Animal to travel on a later flight where space may be available to safely accommodate the Customer and Service Animal on board. Customers also have the option to purchase an additional seat in advance for their Service Animal, ensuring the availability of a nearby unoccupied seat where the Service Animal may be safely secured for transport. Customers desiring this option should reach out to our Contact Center and published Passenger fares apply.
  - **Kennel Alternative.** Service Animals which are too large to be transported in the passenger compartment of the aircraft may alternatively be transported, at no additional cost, in a kennel provided by the Customer so long as the kennel maximum size limits in the Section entitled "Pets" are met, along with all other provisions within this Section entitled "Service Animals." This option is available for travel in the Tecnam Traveller. Although Customers may provide a kennel for travel in the Cessna 402, it is stowed in the same location where a Service Animal may be tethered so the kennel does not expand the available space. There is no space on board the Britten Norman Islander for transport of a kennel.
5. **Compliance with Laws.** Regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions. The Passenger assumes full responsibility 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, and Customers should consult local quarantine regulations in advance.
6. **Identification of the Animal as a Service Animal.** Cape Air may accept as evidence that the animal is a Service Animal such physical indicators as identification cards, harness markings or types, vests, tags, or other credible assurances. Cape Air may also rely on observed behavior that the animal presented appears trained; That is, the animal is under the control of its handler and does not engage in disruptive behavior which demonstrates that it has not been successfully trained to behave properly in a public setting. Such behavior may include running freely in a gate area,

repeated barking, or growling, or urinating in the cabin or gate area. Cape Air may also ask the Customer what work or task the animal has been trained to perform to assist the Customer with their disability.

7. Responsibility of the Passenger/Handler. The Service Animal Handler assumes 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
8. Refusal to Transport. Cape Air may refuse transport of a Service Animal when any of the following circumstances apply. In assessing the below, Cape Air will consider if measures exist to mitigate the problem, allowing the animal to be safely and legally transported. If the Service Animal must be refused transport pursuant to this Section, Cape Air will provide a written statement of the reason for the refusal within ten (10) calendar days.
  - a) When the animal's carriage would violate applicable safety or health requirements of any U.S. Federal agency, U.S. territory, or foreign government.
  - b) When the animal poses a Direct Threat to the health or safety of others. This determination is based on an individualized assessment, independent of the dog's breed or generalized physical type, based on a reasonable judgment relying on the best available objective evidence to ascertain the nature, duration and severity of the risk, the probability that the potential injury will actually occur, and whether reasonable modifications of policies, practices, or procedure will mitigate this risk.
  - c) When the animal causes a significant disruption in the aircraft or at an airport gate area, or its behavior on the aircraft or at an airport gate area indicates that it has not been trained to behave properly (e.g., running freely, barking or growling repeatedly at other persons on the aircraft, biting or jumping on people, or urinating or defecating in the cabin or gate area.) This determination is based on an individualized assessment, independent of the dog's breed or generalized physical type, based on a reasonable judgment relying on the best available objective evidence to ascertain the probability that the misbehavior and/or disruption will continue to occur, and whether reasonable modifications of policies, practices, or procedure will mitigate the misbehavior and/or the disruption.

**f. *Customer Resolution and Air Carrier Access Act.*** At any time during the course of travel, Customers with disabilities can contact our Customer Care Office to answer questions and help resolve complaints, disagreements, or alleged violations related to Department of Transportation regulations. See our section on "Customer Care" for contact information or visit our web site.

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

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

2. By telephone: Aviation Consumer Protection Division  
202-366-2220 (voice)  
202-366-0511 (TTY)
3. By mail: Air Consumer Protection Division  
C-75, US Dept. of Transportation  
1200 New Jersey Ave., SE.  
Washington, DC 20590
4. By web: Aviation Consumer Protection Division's Web site  
<http://airconsumer.ost.dot.gov>

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

1. General. We welcome young Customers on our flights, but, for their safety, have policies about when a minor can travel alone and when an adult must accompany the child during travel.
2. Age Requirements.

Age of Minor Traveling Alone*	Rule
Minors < eight (8) years	Not accepted for travel if traveling alone*
Minors eight (8) – fourteen (14) years, up until the fifteenth (15) birthday, Unaccompanied Minor Rule applies	Accepted for travel on non-stop Cape Air (9K-only) marketed flights under the rules and requirements for travel as an Unaccompanied Minor. No online or Interline connections permitted.
Minors or adults fifteen (15) years and older	Parents or guardians may request any person to be escorted as an Unaccompanied Minor per the Unaccompanied Minor rules on non-stop Cape Air (9K-only) marketed flights.

"Traveling Alone" means a minor traveling physically unaccompanied or traveling with a Passenger who is less than the age of a "Young Traveler" as defined below.

3. Restrictions – When travel as an Unaccompanied Minor is NOT permitted
  - a. Not permitted on any connecting Cape Air itinerary. Travel must be on a non-stop flight.
  - b. Not permitted on any Interline connecting itinerary, including flights to/from Codeshare partners. Travel must be on a 9K-marketed non-stop flight.
  - c. Not permitted on any international flight.
  - d. Permitted on the last flight of the day from any Cape Air location, ONLY IF at the time of accepting the Unaccompanied Minor at the departure location, the Cape Air agent is able make contact with the responsible adult at the destination location and the responsible adult is either at the destination location or is able to demonstrate to Cape Air's satisfaction that they will be at the destination location prior to the flight's arrival. Cape Air strongly recommends against booking an Unaccompanied Minor on the last flight of the day from any Cape Air location.
4. Exceptions to the Age Requirements. There are times when partner airlines have policies which differ from those of Cape Air. To avoid disrupting a child's travel, Cape Air may apply the following exceptions considering all factors involved including the location of the parents or guardians, the flights in the itinerary, and the demeanor of the child (as there are no flight attendants on board our aircraft.)

Exceptions:

- a. When a minor (age 12-14), booked through a partner airline in accordance with their young adult policies, presents themselves to a Cape Air agent with a connecting segment onto a Cape Air flight and is not booked as an unaccompanied minor with Cape Air, Cape Air may accept the minor for travel as an adult.
  - b. When a minor (age 5 – 11), booked through a partner airline in accordance with their unaccompanied minor policies, presents themselves to a Cape Air agent with a connecting segment onto a Cape Air flight and is not booked as an unaccompanied minor with Cape Air, Cape Air may accept the minor for travel as an unaccompanied minor.
5. Service Charge and Fares. A service charge applies in addition to the published fare to travel as Unaccompanied Minors on Cape Air flights. This service charge will be collected at the airport prior to departure.
  6. Positive Identification for Custody. The Unaccompanied Minor must be brought to the airport by a parent, guardian, or responsible adult, provide Cape Air with the name, address and phone number of the parent, guardian or responsible adult who will meet the Unaccompanied Minor at the destination airport, and remain with the Unaccompanied Minor until the flight is boarded. Appropriate identification must be presented to Cape Air before the Unaccompanied Minor will be released into the custody of the designee at the final destination. We recommend checking-in early to ensure there is adequate time to complete the required paperwork.
  7. Refusal to Transport. The welfare of Unaccompanied Minors is a matter we take very seriously. Cape Air reserves the right to refuse transportation if the Company believes there is a significant chance that the flight on which the Unaccompanied Minor holds a reservation may be delayed or terminate at an airport other than the intended destination.
  8. Flight Cancellations and Diversions. In the event of flight cancellation, diversion, substantial delay or other irregularity within the Cape Air route system, the agent in charge or crew member will retain custody of the Unaccompanied Minor until that custody is transferred to a Cape Air agent or the parent, guardian or responsible adult named on the UM paperwork. In the event of a flight diversion to an airport not staffed by Cape Air personnel, Cape Air will make every effort to contact the parent, guardian or responsible adult identified on the UM Form to coordinate agreeable and suitable arrangements. A crew member will retain custody of the Unaccompanied Minor until such arrangements are coordinated. Cape Air will bear all reasonable costs associated in this instance to ensure the safety of the Unaccompanied Minor.
  9. Cape Air Assumes No Additional Responsibility. Cape Air assumes no responsibilities for Unaccompanied Minors beyond those applicable to an adult Customer.

#### **h. *Young Travelers***

1. General. Young Travelers are young adults between fifteen (15) and seventeen (17) years (up until the 18<sup>th</sup> birthday) who may travel independently, as adults, on Cape Air (9K-only) marketed flights. Escort services like those provided for Unaccompanied Minors are generally not provided for Young Travelers.
2. Connecting Itineraries. The minimum age requirement for traveling alone varies and Customers must consult connecting airlines directly to ensure that the Young Traveler connecting to or from Cape Air will be accepted for independent travel on our Interline or Codeshare partner airline.

3. When Accompanying Minors. Minors who travel on Cape Air (9K-only) marketed flights with a Young Traveler are not “unaccompanied” or “traveling alone” and therefore are not subject to the rules for travel as an Unaccompanied Minor. Please be sure to consult with any connecting carrier as a partner airline may or may not permit a Young Traveler to serve as an accompanying adult for a minor.
- i. **Infants**. Under two (2) years of age (at time of travel), 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. An FAA or aircraft-approved infant or child-safety seat (“CRS”) may be used on board when a seat is purchased for the infant. For some destinations (typically international) even when an infant travels free of charge, government taxes may apply. Travel by air for infants less than 7 days of age is not recommended and we suggest Customers consult their physicians for further guidance. Infant travel policies differ for each airline partner, so it is important to check with each individual airline if you have a connecting itinerary.
- j. **Traveling while Pregnant**. Travel during the ninth month of pregnancy is not recommended and we suggest Customers consult their physicians for further guidance. We prefer any woman traveling while pregnant present a certificate from a doctor stating that the Customer has been examined and has been found to be physically fit for air travel during the specified time, and that the estimated date of delivery is after the date of the flight. It is best to consult a physician within 72 hours of the time of departure to have the most current information. Travel policies may differ for each airline partner, so it is important to check with each individual airline if you have a connecting itinerary.
- k. **Customers of Size Requiring Additional Space on Board the Aircraft**. To ensure that all Customers have access to safe and comfortable seating on board, we are providing the below guidance.

For most seats in our aircraft, each seat is positioned between a window and aisle, with no adjacent seat. Additionally, where there may be an adjacent seat, the design of the seat belt system for our aircraft does not permit Customers to sit on or between two seats and/or use seat belts adjacent to different seats to secure themselves during flight. For this reason, each Customer must be able to sit in one seat and use the seat belt intended for the seat in which they are seated. The entrance door for each aircraft, width of each seat, and seat belt capacity may be used as a guide when determining whether someone may be safely accommodated on board our aircraft:

For the Cessna 402, the aircraft door width for entry is 22 inches, the seat width is 17 inches, and seat belts are typically 40 inches in length across the lap, although lengths can vary. Seat belt extenders, typically extending the length of a seat belt up to 24 inches, are available for Customers who may need to lengthen the size of the belt.

For the Tecnam Traveller, the aircraft door width for entry is 31.5 inches, the seat width is 16 inches and the seat belt maximum extension in length across the lap is approximately 43 inches; however, the integrated harness system allows some flexibility depending on the length needed across the lap versus the length needed for the shoulder harness to cross the body. FAA-approved seat belt extenders are not available for this harness model and not recommended by the manufacturer.

For the Britten Norman Islander, the seating is “bench” style, the available space for each Passenger being ½ of the bench seat which is approximately 18 inches. The aircraft door width for entry is 36 inches wide for all doors except one which is 24 inches and seat belts are typically 40 inches in length across the lap; however, the integrated

harness system allows some flexibility depending on the length needed across the lap versus the length needed for the shoulder harness to cross the body. Seat belt extenders are similarly not available due to the non-detachable shoulder-harness design.

Customers of size may contact our Contact Center in advance to let us know they may need additional time or assistance to board, or they may discuss their needs with our Airport Customer Service Agents. Customers of size must be able to be transported without compromising the safety of themselves or other Passengers on board the aircraft; however, Cape Air will not refuse to provide transportation to any Customer solely because a Customer's size results in an inconvenience to crewmembers or other Passengers.

#### **L *Traveling with Prisoners.***

1. General. All prisoners travelling as passengers must be accompanied by a Law Enforcement Officer (LEO). The classification of the prisoner is determined by the law enforcement agency and determines whether the LEO escort needs to be armed. When a law enforcement agency needs to transport a prisoner with an armed Law Enforcement Officer (LEO), Cape Air must be notified 24 hours prior to the scheduled departure time, or, if not 24 hours, as far in advance as possible. This notification must include (1) the identity of the prisoner and the flight for travel and (2) whether the prisoner is considered "high-risk" or "low-risk". The armed LEO escorting a prisoner must arrive at least 1 hour prior to the scheduled departure time so that all required paperwork and steps are completed before the flight is boarded. The armed LEO must ensure that each Prisoner has been searched and does not have on or about their person or property anything that can be used as a weapon. Prisoners must be restrained from full use of their hands by an appropriate device that provides for minimum movement of the Prisoner's hands. When connecting to or from any flight, including Interline and Codeshare partners, the Customer is responsible for notifying and making independent arrangements directly with the other airline.
2. For "Low Risk" Prisoners. Due to our aircraft configuration, one LEO may control no more than one "low risk" prisoner.
3. For "High Risk" Prisoners. Unless authorized by TSA, no more than one "high risk" prisoner may be carried on each aircraft. A minimum of two armed LEOs must control the "high risk" Prisoner, and no other Prisoners may be under the control of those two LEOs.

## **6. Cancellation of Reservations**

- a. ***Liability Limitations.*** Cape Air has the right to cancel reservations due to Passenger's failure to comply with the rules and requirements set forth herein. 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.
- b. ***Airport Check-in and Re-check Requirements.***
  1. General. All Passengers must present themselves to Cape Air to check-in or re-check in accordance with the required times in the below chart. Although we encourage Passengers to check-in or re-check at least one (1) hour before scheduled departure time, Cape Air will not accept or hold baggage for a Passenger more than four (4) hours in advance of that time.

2. Failure to Follow Check-In or Re-Check Requirements. Cape Air has the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of checked bags of any Passenger who fails to check-in or re-check within the applicable required time limits in the below chart.

Any Passenger who fails to meet these requirements is subject to their flight reservation cancelled, including connecting and return reservations within the same itinerary. For Passengers checking bags, failure to observe these minimum times may result in insufficient screening time by the airports and bags may not be delivered to us in time for your flight.

These times provided by Cape Air are minimum time requirements. Passenger and baggage processing times may vary, particularly during peak and off-peak times. It is ultimately the Passenger’s responsibility, weighing all circumstances, to arrive at the airport with enough time to complete any ticketing, check-in/re-check, baggage and security screening processes, and boarding requirements.

3. **Required Times. Although checking-in or re-checking one (1) hour prior to scheduled departure time is a prudent general practice, Cape Air’s minimum requirements are below. Passengers are encouraged to allow for additional time during known busy travel periods.**

Departing from:	Check-in or Re-check Requirement:
Billings (BIL) Boston (BOS) Chicago (ORD) New York (JFK) San Juan, PR (SJU)	<ul style="list-style-type: none"> <li>• All Passengers checking bags must check-in at the Cape Air ticket counter no less than <b>45 minutes</b> before scheduled departure time.</li> <li>• For Passengers not checking bags:               <ul style="list-style-type: none"> <li>○ Those who do not have an advance boarding pass* or are not connecting from another flight must check-in at the Cape Air ticket counter no less than <b>45 minutes</b> before scheduled departure time.</li> <li>○ Those who have an advance boarding pass* or are connecting from another flight inside of the security checkpoint for our gate must re-check at the Cape Air gate no less than <b>30 minutes</b> before scheduled departure time.</li> </ul> </li> </ul>
Anguilla (AXA) Manistee (MBL) Martha’s Vineyard (MVY) Nantucket (ACK) Nevis (NEV) St. Croix (STX) St. Thomas (STT) Tortola (EIS)	<ul style="list-style-type: none"> <li>• All Passengers must check-in or re-check at the Cape Air ticket counter no less than <b>45 minutes</b> prior to scheduled departure time. (Whether or not checking bags or holding an advance boarding pass*.)</li> </ul>
All other Cape Air airports	<ul style="list-style-type: none"> <li>• All Passengers must check-in or re-check at the Cape Air ticket counter no less than <b>30 minutes</b> prior to scheduled departure time. (Whether or not checking bags or holding an advance boarding pass*.)</li> </ul>

New York City Midtown Shuttle to Westchester County Airport (HPN)	<ul style="list-style-type: none"> <li>All Passengers must be present at the shuttle pick-up location located at the southern end of Hudson Blvd. East, near the corner of 34<sup>th</sup> Street, NY, NY. <b>15 minutes</b> prior to the scheduled departure time of the ground shuttle.</li> </ul>
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\*Advance boarding passes include printed or mobile boarding passes received through checking-in online through Cape Air or online or in-person through a partner airline.

- c. **Failure to Use Each Flight Segment.** Cape Air tickets are priced and sold based on the itinerary and not as individual flight segments. If the Customer foresees a change or must make a change to an itinerary while enroute, they must contact Cape Air, or the original ticketing representative, to determine how this may affect the ticket and remaining travel plans. Failure to do so may result in cancellation of all or part of the itinerary or forfeiture of the partial or total value of the ticket.
- d. **No Show Customers.** Cape Air may cancel, without notification and in addition to other measures referenced in this Contract of Carriage, all continuing and returning portions of an itinerary contained in the same reservations record, including other airline segments, when a Customer No Shows for a flight.
- e. **Ticket Time Limits.** If the Customer has not purchased a validated ticket for a confirmed seat for a reservation 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 pursuant to Interline, Codeshare or airline partner agreements, or through on-line or agency channels, different time limits may apply.
- f. **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.
- g. **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 airline 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.
- h. **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.
- i. **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.
- j. **Fictitious and Duplicate Bookings.** Multiple bookings of a fictitious nature are prohibited. In the event Cape Air determines that an individual has confirmed bookings to one or more destination(s) on or about the same time and date(s), Cape Air reserves the right to cancel all confirmed space associated with the duplicate reservations. When such case arises, Cape Air will make every effort to contact the Customer in advance; however, Cape Air reserves the right to cancel this space without notice to the Passenger or the person making the booking.

- k. *Prohibited Practices Relating to Tickets.*** The following practices are prohibited by Cape Air. When Cape Air confirms or reasonably believes a ticket is purchased and used in violation of these rules or any fare rule, Cape Air has the right in its sole discretion to take all actions permitted by law, including but not limited to, (1) invalidate the ticket; (2) cancel any remaining portions of the Passenger's itinerary; (3) refuse to board, (4) require additional collection for actual ticket value, (4) confiscate any unused flight coupons, or (5) any other legal remedy.
1. "Hidden Cities Ticketing" or "Points Beyond Ticketing." Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the Passenger's actual destination, even when the purchase and use of such tickets would produce a lower fare.
  2. "Throwaway Ticketing." The purchase and use of roundtrip tickets for the purpose of one-way travel is prohibited, even when the purchase and use of such ticket would produce a lower fare.
  3. "Back-to-Back Ticketing." The use of flight coupons from two or more different tickets issued at roundtrip fares for the purpose of circumventing applicable fare rules (such as advance purchase or minimum stay requirements) is prohibited.
  4. The failure to comply with applicable stayover requirements, the failure to meet the purpose or status requirement associated with the Ticket's fare category, and the purchase or use of a Ticket that Cape Air determines circumvents the applicable fare rules.
  5. "Churning." Canceling and rebooking the same itinerary in the same or different classes of service across one or more booking channels for the purpose of circumventing or extending ticketing time limits or obtaining a lower fare than originally purchased is prohibited.
- i. *Overbooking.*** Cape Air's flights, including flights operated as Codeshare 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.

## 7. Fares

- a. *General.*** Cape Air offers a wide range of fares on all flights. Not all fares are available at all times on all flights. For discount fares, seating may be limited, and restrictions may apply. The fare charged on the ticket applies only to the transportation specified thereon. Any Passenger-initiated changes to such transportation may result in a change in the fare, assessment of monetary penalties, assessment of a processing fee, or loss of transportation value. All fares are subject to change without notice. For more information regarding any specific fare, its eligibility requirements, and restrictions, please ask a Cape Air agent or read the information provided when booking online at [www.capeair.com](http://www.capeair.com).
- b. *Lowest Available Fare.*** When Customers contact our Contact Center, visit our Airport or City Ticket Offices, or book flights through [www.capeair.com](http://www.capeair.com) we will offer the lowest fare available through that booking channel for which the Customer is eligible for the date and flight requested at the time of the request. Customers should advise Cape Air of any special status that might qualify them for any special fare or discount. If a

Customer indicates flexibility in their travel plans to obtain a lower fare, our agents will offer to check availability for specific alternative dates and times. Occasionally, lower fares may be available online at [www.capeair.com](http://www.capeair.com), and our partner airlines may have lower fares for their segments via their Contact Centers, Ticket Offices, or website.

- c. *Instant Purchase with Refund within 24 Hours of Purchase.*** Although we require instant purchase at the time of booking through our Contact Center, City and Airport Ticket Offices, and [www.capeair.com](http://www.capeair.com), Cape Air will provide the opportunity for Customers to think about their travel plans, consult travel companions, or seek alternative transportation options.
1. For tickets purchased at least seven (7) days before a flight's scheduled departure date and time, Customers may cancel ticketed reservations and obtain a 100% refund, without penalty, to the original form of payment within 24 hours of the purchase, even for non-refundable tickets. Please note that changes to the itinerary in lieu of cancellation by the Customer may result in a change in the fare.
  2. For tickets purchased less than seven (7) days before a flight's scheduled departure date and time, Customers may obtain a refund only if the ticket is otherwise eligible for a refund (e.g., Refundable ticket) as defined herein, and provided for in the fare rules published with ATPCO and available for review at the time of ticket purchase.
- d. *Change and Cancellation Policy and Fees.*** On booking at [www.capeair.com](http://www.capeair.com) or through our Contact Center and Airport and City Ticket Offices, or upon request, our representatives will disclose your itinerary and any ticketing change and cancellation policies or fees which apply. Policies vary depending upon the fare purchased, including whether the ticket was purchased through Cape Air, a partner airline, or agency. These policies are included in the fare rules published with ATPCO and available for inspection at the time of ticket purchase. Reasons for cancellation, in addition to cancellation policies specific to your ticket, may be found in our Contract of Carriage in the Section "Cancellation of Reservations." The below policies reflect Cape Air's general rule. For information regarding any particular fare, please refer to the fare rules presented at the time of ticket purchase.
1. At least one (1) day prior to originally ticketed departure date.
    - a. For changes to another flight, date or time Cape Air may charge for any additional applicable fare.
    - b. For cancellations:
      - Non-refundable fares: Any unused ticket value is retained, and the Customer may apply that value towards the purchase of a ticket for future travel for up to one (1) year from the original purchase date. Any portion not so applied will not be refunded in any form.
      - Refundable fares: Customer is eligible for 100% refund.
  2. On day of departure, for changes made prior to original departure time or in a reasonable time during the day of departure when extenuating circumstances apply.
    - a. For changes to another flight on the same day and to the same destination, there is no change fee or additional fare collection.
    - b. For changes or cancellations to a flight on a future date:
      - Non-refundable fares: Ticket value is forfeited.
      - Refundable fares: Any unused ticket value is retained, and the Customer may apply that value towards the purchase of the ticket for future travel or obtain 100% refund.
  3. No Shows
    - a. For both Refundable and Non-refundable fares, the ticket value is forfeited.

- e. **Consumer Disclosures.** If there is further information available, such as whether the flight is operated by a partner airline or a change of aircraft for a single-numbered flight is required, this information will be provided as the reservation is made.
- f. **Waiver of Restrictions or Rules.** Cape Air may waive fare restrictions or offer special fares in its sole discretion for Passengers faced with emergency travel situations.
- g. **Surcharges.** Cape Air reserves the right to impose surcharges, such as a surcharge for fuel, in its sole discretion. Such a surcharge will be publicly filed with the Airline Tariff Publishing Company (ATPCO) along with fares and rules in accordance with standard Cape Air procedure.
- h. **Partner Airline Fares.** Fares sold under the trade name of a partner airline pursuant to a Codeshare 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.

## 8. Tickets and Seat Assignments

- a. **General.** 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 are intended for use.
- b. **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 case 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.
- c. **Advanced Seat Requests and 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, Codeshare, 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. Seats in rows designated as emergency exit seats are only available for those Passengers who can meet the requirements as specified in the Company's FAA-approved operating procedures
- d. **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.
- e. **Ticketing Fees.** Cape Air reserves the right to impose ticketing fees, such as a service charge, in its sole discretion. This fee is non-refundable.

## 9. Travel Documents

It is the Customer's sole responsibility to obtain and have possession of all required travel documents. Cape Air shall not be responsible for any information or assistance given to a Customer by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any Customer resulting from his or her failure to obtain such documents and comply with such laws and regulations.

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

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, though, or into which they desire 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.

## 10. Refunds

- a. **General.** In addition to any refund policies contained within this Contract of Carriage, the below provisions address policies for refunds of tickets, Checked bags and Ancillary Services.
- b. **Refund of Ancillary Service Fees for Ancillary Services Not Provided.**
  1. When a Customer pays an Ancillary Service Fee for an Ancillary Service and Cape Air fails to provide that Ancillary Service, the Customer has a right to a refund.
  2. If the Ancillary Service paid for is individual in nature (e.g., fee for bag, Pet or Unaccompanied Minor), the Customer must notify Cape Air (or the operating carrier of the flight for which the Ancillary Service was not provided if a partner airline) of the unavailability of the Ancillary Service by requesting a refund. If Cape Air offers an Ancillary Service in the future to all on board (e.g., Wi-Fi) and it is not available for any Passenger who paid for the Ancillary Service the Customer will receive an automatic refund from the responsible carrier.
- c. **Prompt Refund.** We strive to provide prompt refunds for eligible tickets, Significantly Delayed bags and Ancillary Service Fees once appropriate documentation or notification, as required, is received. Refunds for purchases made with credit cards are issued within 7 Business Days of receipt of the required information or from the earliest date the automatic refund becomes due, as applicable. Refunds for purchases by cash, check or any other payment method are issued within 20 calendar days of receipt of the requested information or from the earliest date the automatic refund becomes due, as applicable. Refunds will only be issued to the original form of payment.
  1. Refunds for Significantly Delayed Bags
    - a. In the event the carrier which collected the bag fee and the carrier operating the last segment of the itinerary are not the same, the 7 and 20 day requirements are calculated from the time the carrier which collected the fee receives information from the carrier operating the final segment that the bag has been Significantly Delayed and the Passenger has submitted a Mishandled Bag Report.
    - b. If the Customer does not file a Mishandled Bag Report before the baggage delivery deadlines (See Section on Baggage and Claims) the 7 and 20 day requirements noted above are calculated from the day when the Mishandled Bag Report is filed.

2. Refunds for Ancillary Service Fees
  - a. In the event the carrier which collected the Ancillary Service Fee and the carrier which failed to provide the Ancillary Service are not the same, the 7 and 20 day requirements are calculated from the time the carrier which collected the fee receives information that the Ancillary Service was not provided.

**d. *Responsibility for Refunds. (Automatic and Other)***

Where refunds apply for tickets in this Contract of Carriage, the merchant of record (i.e., the agency or carrier that sold the ticket) is responsible for providing the refund to our Customers in a prompt manner.

Where refunds apply for Significantly Delayed Bags in this Contract of Carriage, the merchant of record (i.e., the airline that collected the baggage fee) is responsible for providing the refund to our Customers in a prompt manner. In the less-likely case a ticket agent (e.g., online or industry travel agent) is the merchant of record for the baggage fee, the airline that operated the last flight segment is responsible for providing the refund.

Where refunds apply for Ancillary Services not provided in this Contract of Carriage, the merchant of record (i.e., the airline that collected the Ancillary Service Fee) is responsible for providing the refund to our Customers in a prompt manner. In the less likely case a ticket agent (e.g., online or industry travel agent) is the merchant of record, the airline that failed to provide the Ancillary Service is responsible for providing the refund.

Cape Air will make every effort to work with our partners to ensure refunds are promptly remitted.

- e. *Requesting a Refund.*** When a refund is not automatic or unless otherwise instructed in this Contract of Carriage, Customers may direct refund requests to the below, as appropriate.

1. For tickets issued by Cape Air (i.e., Cape Air is the merchant of record). Please visit <https://www.capeair.com/scripts/refunds.php> . You may also contact our Refunds Department at (508) 957-6909 or [refunds@capeair.com](mailto:refunds@capeair.com).
2. For tickets issued by a partner airline or online or local travel agency for travel or services on Cape Air, please direct the request to the partner to whom you paid the ticket price. In some situations, our partner or agency refund policies may apply.

- f. *Non-Refundable & Refundable Tickets.*** Cape Air issues directly (and through its partner airlines and agents) tickets with Refundable and Non-refundable fares. Please see the Section entitled Changes and Cancellation Policies and Fees under Fares for more general information on rules which apply to these fare types.

- e. *Voluntary Refunds.*** For tickets eligible for refunds and when a Customer has complied with all applicable provisions of the Contract of Carriage and the fare rules as published with ATPCO, the ticket will be refunded as follows:

1. Unused Ticket. If the ticket is unused, the full fare paid will be refunded including taxes, carrier-imposed fees or surcharges and any prepaid Optional Services, less any applicable service charge or penalty.
2. Partially-used Tickets. If the ticket is partially unused, the refund will be the difference between the fare paid and the fare for the transportation actually used,

including the unused portion of the taxes, any carrier-imposed fees or surcharges, and any prepaid Optional Services, as determined by the applicable rules, less any applicable service charge or penalty.

- f. *Involuntary Refunds.*** If Cape Air fails to transport a Customer and that Customer is eligible for a refund, or we refuse to transport the Customer for reasons other than a violation of this Contract, we will refund to the Customer:
1. Unused Ticket. An amount equal to that paid if no portion of the ticket has been used including taxes, carrier-imposed fees or surcharges and any prepaid Optional Services, or
  2. Partially-used Tickets. An amount equal to the unused portion of the ticket, including the unused portion of the fare, taxes, any carrier-imposed fees or surcharges, and any prepaid Optional Services. In no instance will the amount refunded be greater than the amount paid for the ticket.

## **11. Interline, Codeshare and Connecting Itineraries**

- a. *General.*** To facilitate connecting travel, Cape Air may enter into agreements with independent carriers providing for Interline or Codeshare Itineraries on a single ticket, special fares, baggage transfer, new sales platforms, reward programs, and/or other related services. When your connecting itinerary is booked on the same ticket, airlines are able to assist with alternative travel plans in the event of a flight irregularity.

Travel on independent carriers is subject to the terms and conditions of the Contract of Carriage of the independent carriers which may be obtained through contact with that carrier.

- b. *Applicable Terms for Codeshare Flights.*** Cape Air presently markets and operates under its own designated code ("9K"), American Airlines' code ("AA"), JetBlue's code ("B6"), and United Airlines' codes ("UA"), and participates in a variety of Interline, Codeshare 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 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 size and 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:

1. Check-in times and advanced seat assignments
2. Baggage acceptance – including maximum size and weights, fees, and restricted items
3. Carriage of animals
4. Compensation for denied boarding or flight irregularities (e.g., delays)
5. Oxygen service
6. Irregular operations
7. 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 "Codeshare" or "Partners" and this section is a good place to find an overview of applicable policies. Contracts for Carriage for each carrier are published on the airline's web site.

- c. **Minimum Connecting Times.** Minimum connecting times apply when booking and ticketing connecting flights between airlines on the same itinerary. Minimum connecting times vary depending upon the location of gates, security screening requirements, and other factors. Customers are encouraged to allow for additional connecting time during peak travel periods.
- d. **Building Your Own Connections.** Customers who create their own connections through individual tickets separately with different airlines, with or without a Cape Air partner airline, are solely responsible for allowing enough time between flights, and must make their own alternative arrangements (including covering any additional cost) in cases of schedule changes or flight irregularities. For planning purposes, Passengers will need sufficient time to claim luggage, transfer between terminals if necessary, and comply with the check-in requirements of the other airline. Allowing two hours is a guideline, but this varies depending on the requirements of the connecting airline, distance between terminals, the destination (international/domestic), and length of check-in and security lines at the airports. When connecting between two airports within the same metropolitan area, please leave additional time for traffic.

In the event of a delay or cancellation of one of your flights, Passengers may be subject to change fees or paying an additional fare to your connecting airline to change your separately booked connecting flight. We encourage Passengers to book their complete itinerary on the same ticket with our partner airlines, which will allow for baggage transfer between airlines and will provide added protection in the event of flight delays/cancellations.

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

- a. **General.** Getting Customers to their destination on time, as scheduled, is our priority. Unfortunately, there are times when irregularities or changes in schedule occur. Cape Air will exercise reasonable efforts to transport our Customers and their baggage from the origin to the destination with reasonable dispatch, but published schedules, flight times, aircraft types, seat assignments, and similar details reflected in the ticket or Cape Air's published schedules are not guaranteed and form no part of this Contract. Cape Air may substitute alternate carriers or aircraft, change its schedules, delay, or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket as required by its operations or in Cape Air's sole discretion. Cape Air's sole liability in the event of such changes is set forth in this Section. Cape Air is not responsible or liable for making connections, failing to operate any flight according to schedule, changing the schedule or any flight, changing seat assignments or aircraft types, or revising the routings by which Cape Air carries the Customers from the ticketed origin to destination.
- b. **Applicability**
  - 1. 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.

2. 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.
- c. *Communication with Our Customers.*** Cape Air will provide Customers with timely updates about any change in flight status and will strive to provide the best available information concerning the duration of any delay and, to the extent available, the flight's anticipated departure time. We may use one or more ways to communicate this information to you: through boarding area announcements, airport flight status displays, online at [www.capeair.com](http://www.capeair.com), and, upon request through contact via phone with Cape Air's Contact Center.

For planned changes in schedule prior to the day of departure, Cape Air will do its best to notify Customers via email or phone using contact information provided by the Customer on booking. For Customers who have made travel arrangements through a travel agent, online agency, or partner airline, Cape Air provides travel change information to these partners so that they may contact Customers using the contact information provided to our partners on booking.

**d. *Cancelled Flights and Significantly Delayed or Changed Flights – Right to Refund***

1. Customers affected by a Cancelled Flight or a Significantly Delayed or Changed Flight have the right to a refund. Cape Air may offer other options to the Customer such as an alternative flight, vouchers, credits, or other compensation which meet regulatory requirements, but the customer may choose a refund over those options, in the Customer's sole discretion.
2. For changes or irregularities which result in a Cancelled Flight or a Significantly Delayed or Changed Flight, if the Customer is not offered or rejects the Significantly Delayed or Changed Flight or alternative transportation and travel credits, vouchers or other compensation, the Customer will receive an automatic refund.
3. Customers will be provided timely notification of the options available and will be given a reasonable time (including such factors as how close in time the notification is to the scheduled departure of the Significantly Delayed or Changed Flight or alternative flight) to consider the options offered and respond.
  - a. If a Customer does not respond to an offer of a Significantly Delayed or Changed Flight or alternative flight and the flight departs without the Customer, the Customer will receive an automatic refund.
  - b. If a Customer does not respond to an offer of a voucher, credit, or other form of compensation by the date on which the cancelled flight was scheduled to depart or the date that the Significantly Delayed or Changed Flight departs, the Customer will receive an automatic refund.
4. When a Passenger with a disability no longer wishes to travel (1) because a change in aircraft or class of service resulting from the change or irregularity leads to the loss of one or more accessibility features needed by the passenger or (2) because there is a change in connecting airports resulting from the change or irregularity, the right to a refund extends to other Customers traveling with this Passenger in the same reservation. Such accessibility features include but are not limited to in-cabin stowage of assistive devices, a movable armrest, and cargo stowage of mobility aids. disability.

**e. *Schedule Change or Schedule Irregularity within Cape Air's Control.*** When a Customer is affected by an advance change in Cape Air's schedule or by Schedule Irregularities on or about the day of travel and the causes of these changes or irregularities are within Cape Air's control, Cape Air will, offer one or more of the following options, as appropriate. If the result of the change or irregularity is a Cancelled Flight or a Significantly Delayed or Changed Flight, the Customer has the right to a refund in lieu of accepting any of these options regardless of the cause of the change or irregularity (please see previous Section):

1. Cape Air Flight. Transport the Customer on the next Cape Air flight to the Customer's destination on which space is available, at no additional cost.
2. Substitute Carrier Flight. Reroute the Customer onto another airline with whom Cape Air has agreements for such transportation, at no additional cost.
3. Connections. In the event the Customer misses an onward connecting flight on the same ticket pursuant to an Interline or Codeshare itinerary, Cape Air or our airline partner will additionally assist with substitute transportation or other arrangements.
4. Alternative Ground or Sea Transport. When other options via air are not available and other transportation may be suitable for the Customer's itinerary, provide vouchers or reimbursement authorizations for alternative transportation via ground or sea with vendors with whom Cape Air has agreements for such transportation, at no additional cost. (Please see Section on "Substitute and Other Transportation.")
5. Amenities. For Schedule Irregularities which occur on the day of travel and result in a Customer needing an overnight stay while away from their home city, vouchers or reimbursement authorizations for hotel accommodations (excluding incidental expenses) may be offered at Cape Air's sole discretion. Additional amenities for protracted delays or irregularities may include meals, ground transport to access to lodging/meals, and/or special services necessary to maintain the safety and welfare of certain Customers (such as qualified individuals with a disability, unaccompanied minors, and older adults). No amenities will be provided to a Customer on a flight which is delayed or cancelled at the Customer's home city.

**f. *Force Majeure Events Beyond Cape Air's Control:***

When a Customer is affected by Force Majeure Event (e.g., weather, air traffic control) Cape Air may 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 as noted herein. Cape Air will offer one or more of the following options, as appropriate. If the result of the Force Majeure Event is a Cancelled Flight or a Significantly Delayed or Changed Flight, the Customer has the right to a refund in lieu of accepting any of these options (please see previous Section):

1. Cape Air Flight. Transport the Customer on the next Cape Air flight to the Customer's destination on which space is available, at no additional cost.
2. Connections. In the event the Customer misses an onward connecting flight on the same ticket pursuant to an Interline or Codeshare itinerary, Cape Air or our airline partner will additionally assist with substitute transportation or other arrangements.
3. Substitute Travel and Amenities. Cape Air may assist Customers with information on alternative travel options or local accommodations but will not provide vouchers or reimburse any cost. Customers whose travel interruptions result from a Force Majeure Event are not entitled to alternative travel or amenities at Cape Air's expense.

**g. *Diversions.***

1. General. It is sometimes necessary for flights to divert, or land at a location other than the flight's intended destination. Medical emergencies and severe weather

conditions are examples of situations when a flight could land, unplanned, in another city.

2. Cancellations in Diversion City. It is possible that a flight will cancel while on the ground in the city to which it diverted. When this happens, Cape Air will, at its election and in collaboration with the Customer, offer options, as appropriate. Please see Section on Schedule Change or Schedule Irregularity Within Cape Air's Control.

**h. *Liability Limitations***

Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein. Cape Air is not responsible for any special, incidental, or consequential damages for failure to meet the commitments of this section.

### **13. Denied Boarding**

- a. ***General***. When a flight is or becomes oversold prior to departure for whatever reason, unless otherwise required by local or international laws, the following provisions in this Section apply to the Oversold Flight and its Passengers.
- b. ***Volunteers and Boarding Priority***. Cape Air will actively solicit Customers to voluntarily relinquish their reservations in exchange for free Cape Air tickets, 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. If there are not enough volunteers, Passengers may be denied boarding involuntarily in accordance with Cape Air's boarding priority:
  1. Passengers who are qualified individuals with disabilities, unaccompanied minors, 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 may constitute a hardship.
  2. The priority of all other confirmed Passengers will be determined by the order in which they check-in for a flight, denial commencing with those who checked-in last.
  3. Consideration may also be given to other situations where, in Cape Air's sole discretion, a hardship may exist, as when, for example, the denied boarding results in a misconnect with a Customer's onward journey, the Customer is an older adult, the Customer is traveling with an infant, or the Customer is suffering from a medical condition.

Cape Air will not require Customers from whom a boarding pass has been collected and accepted by the gate agent, and who is seated onboard the aircraft, to give up their seat for any reason other than safety and security.

- c. ***Involuntary Denied Boarding and Compensation***. Passengers denied boarding involuntarily due to Oversold Flights shall be compensated by Cape Air through offer of free Cape Air tickets, or other compensation, in an amount determined in Cape Air's sole discretion. Due to our aircraft size, regulatory requirements for denied boarding compensation do not apply to Cape Air flights and all compensation shall be determined in Cape Air's sole discretion.

***Eligibility Exceptions***: A Passenger denied boarding involuntarily from an Oversold flight shall not be eligible for denied boarding compensation (if any) if: (1) the Passenger holding a Ticket for confirmed reserved space does not comply fully with the requirements in this Contract of Carriage regarding ticketing, check-in, re-check procedures and acceptance for transportation; (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 weight/balance restrictions when required for operational or safety reasons; (5) the Passenger is offered accommodations in a section of the aircraft other than specified on the ticket at no extra charge; (6) the Passenger is accommodated on alternate transportation at no extra cost which is scheduled to reach the Passenger's next stopover (if any) or final destination within one hour of the planned arrival time of the Passenger's original flight; (7) the Passenger is an employee of Cape Air or another carrier or other person traveling without confirmed reserved space; (8) the Passenger does not present themselves at the boarding location for boarding within the times specified in this Contract of Carriage for boarding cut-off times. No Passenger will be eligible for compensation if the ticket was issued for free or reduced rate employee-industry travel.

**d. *Transportation and Amenities for Passengers Denied Boarding.*** When Cape Air is unable to provide previously confirmed space due to an Oversold Flight (whether the denied boarding is voluntary or involuntary), Cape Air will, at its election and in collaboration with the Customer, arrange one of the following listed below. Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein.

1. Cape Air Flight. Transport the Customer on the next Cape Air flight on which space is available, at no additional cost.
2. Substitute Carrier Flight. Reroute the Customer over the lines of another carrier with whom Cape Air has agreements for such transportation, at no additional cost.
3. Alternative Ground or Sea Transport. When other options via air are not available and other transportation may be reasonably arranged and is suitable for the Customer's itinerary, provide alternative transportation via ground or sea with vendors with whom Cape Air has agreements for such transportation, at no additional cost.
4. Refund. Refund the unused portion of the ticket, including the unused portion of the fare, taxes, and any prepaid Optional Services (regardless of whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.
5. Connections. In the event the Customer misses an onward connecting flight on which space is reserved pursuant to an Interline or Codeshare Itinerary, Cape Air or our Interline or Codeshare partner will additionally assist with substitute transportation or other arrangements, as needed.
6. Amenities. Amenities may be offered at Cape Air's discretion. Such amenities may include lodging, meals, ground transport to access to lodging/meals, and/or special services necessary to maintain the safety and welfare of certain Customers (such as qualified individuals with a disability, unaccompanied minors, and older adults).

**e. *Limitation of Liability***

Acceptance of compensation for voluntary or involuntary denied boarding in whatever form constitutes full compensation for any and all damages arising as a result of Cape Air's failure to provide the Passenger with confirmed reserved space. 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. Cape Air shall in no case be liable for punitive, consequential, or special damages arising out of or in connection with Cape Air's failure to provide the Passenger with confirmed reserved space.

## **14. Substitute or Other Transportation**

- a. ***Substitute Transportation.*** In accordance with provisions within this Contract of Carriage, particularly when it is necessary to mitigate Customer inconvenience due to schedule changes or operational irregularities, Cape Air may arrange for and offer 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. In acceptance of such substitute transportation or services, the Customer agrees 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, regardless of the method or responsibility of payment therefor, Cape Air acts only as the Customers' agent in doing so and the terms and conditions of the third-party service provider will apply.
  
- b. ***Ground Transfer Service.*** Cape Air may offer for sale and/or facilitate ground transfer service as an extension of our flight schedule. Except where ground transfer service is directly operated by Cape Air, it is agreed by the Customer accepting such transportation that any such service is performed by independent operators. Anything done by an employee, agent, or representative of Cape Air in assisting the Customer to arrange for such independent ground transfer service, regardless of the method or responsibility of payment therefor, shall in no way make Cape Air liable for the acts or omissions of such independent operator. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Customer.

## 15. 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 or Participant's failure to comply with such security screening.

## 16. Additional Limitations in Liability/Damages.

- a. ***Successive Carriers.*** Carriage to be performed under one ticket by several successive carriers is regarded as a single operation. A carriage does not lose its international character merely because one portion of a single operation is to be performed entirely within the territory of the same sovereign state.
  
- b. ***Warsaw/Montreal Convention Application***
  - 1. General. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention, including as amended, or the Montreal Convention, including as amended, unless such carriage is not "international carriage" as defined by either Convention, including as amended. Any provision of these rules that is inconsistent with any provision of the Warsaw Convention or Montreal Convention, as applicable, shall, to that extent, but only to that extent, be inapplicable to international transportation.
  
  - 2. Warsaw Convention. With respect to all international carriage or transportation governed by the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed at Warsaw, October 12, 1929 or, where

applicable, that Convention as amended by the Protocol signed at the Hague on September 28, 1955 (in either case, "the Warsaw Convention"), Cape Air agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international carriage or transportation hereunder as defined in the Convention:

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

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this contract which may be inconsistent with those rules.

4. Other Persons. Nothing herein shall be deemed to affect the rights and liability of Cape Air with regard to any claims brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger.
- c. **Limitation of Liability**. Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, or except as specifically otherwise provided herein, the following limitations of liability apply:
1. Cape Air is not be liable for any death, injury, delay, loss or other damage whatsoever ("damage") to Passengers or unchecked baggage arising out of or in connection with carriage or other services performed by Cape Air, unless such damage is proven to have been caused by the sole negligence or willful misconduct of Cape Air and there has been no contributory negligence on the part of the Customer.
  2. 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.

3. There are no third-party beneficiaries to this Contract.
4. 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.
5. 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.
6. Any action brought pursuant to the Warsaw or Montreal Conventions is barred unless commenced within 2 (two) years of the alleged occurrence.
7. 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 to any person whose aircraft is used by Cape Air and its agents, employees, or representatives within the scope of their employment.
8. 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.

## **17. Consent to Use Personal Data**

Upon booking a ticket for transportation, purchasing other services, or participating in any Cape Air program or service (such as a loyalty program) the Customer authorizes Cape Air and its affiliates (if any) and authorized agents to (i) collect, process, retain and use, and (ii) transfer to third parties, including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, and government agencies, for their use, processing and retention, any and all personal data you provide when Cape Air believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as Cape Air deems necessary to carry out any and all business purposes related to the program or services being requested and/or in the promotion of other information, goods, and services that may be of interest to you, including, but not limited to, the following purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in a loyalty program; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flyer programs; systems testing, maintenance and development; Customer relations; sales and marketing; promotions for Cape Air and/or its affiliates goods and services and third party goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining immigration, security, and customs clearance; complying with applicable laws, regulations, government requests, law enforcement requests, and/or valid court orders; providing data to third parties or governmental or law enforcement agencies to comply with, or assist in the development of, security, safety, or health measures for Passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of Cape Air and/or its affiliates.

To the extent that Cape Air is subject to the laws of the European Union and Switzerland when processing personal data ("Personal Data") Cape Air shall be the "data controller"

under such laws. If you have made a flight booking with us but one or more flights or services are to be provided by other airlines, then that other airline will also separately be considered a "data controller." Your Personal Data will be processed in accordance with the applicable airline's privacy policy and, if your booking is made via an industry agent/GDS, with its privacy policy. These are available at <http://www.iatatravelcentre.com/privacy> or from the airline or industry agent/GDS. This documentation applies to your booking and specifies how your Personal Data is collected, stored, used, disclosed, and transferred.

If a Customer wants to learn more about Cape Air's Privacy Policy, it may be viewed at [www.capeair.com](http://www.capeair.com). This policy is merely a statement of administrative protocol; it is not a contract, nor is it made, or intended to be made, a part of this Contract of Carriage, nor does it create any contractual or legal rights.

## **18. 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:

- a. Invalidate the ticket;
- b. Cancel any remaining portion of the itinerary;
- c. Confiscate any unused flight coupons;
- d. Refuse to board the Customer;
- e. Require additional collection for the actual ticket value. This value is the difference between the lowest fare applicable to the Customer's itinerary and the actual fare paid;
- f. For both Cape Air and partner loyalty programs, revoke benefits or accrued mileage in Frequent Flyer accounts; and,
- g. Take legal action with respect to the Customer.

## **19. 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.