

## **Mesa Airlines Contract of Carriage**

Domestic transportation and international transportation by Mesa Airlines, Inc., d/b/a *go!* and Mesa Airlines (hereafter "Carrier") is subject to the following terms and conditions contained in this Contract of Carriage and, where applicable, also subject to treaties, government regulations, and tariffs on file with the Department of Transportation. By making a reservation or accepting transportation on Carrier, the passenger agrees to be bound by all of the following terms and conditions.

### **1. Definitions**

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

**Carrier** means Mesa Airlines, Inc. d/b/a Mesa Airlines and/or d/b/a *go!*

**Convention** means, whichever of the following applies:

Convention for the Unification of Certain Rules Relating to International Carriage By Air, signed at Warsaw, October 12, 1929 ("Warsaw Convention").

Warsaw Convention, as Amended at The Hague, 1955 ("Hague Protocol").

Warsaw Convention, as Amended at The Hague, 1955 and by Protocol No. 4 of Montreal, 1975 ("Montreal Protocol No.4").

Convention for the Unification of Certain Rules for International Carriage By Air done at Montreal 1999 ("Montreal Convention").

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

**Disabled Individual** is a person who:

- (a) Has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities,

- (b) Has a record of such an impairment, or
- (c) is regarded as having such an impairment, as further defined in Department of Transportation regulations in 14 CFR Part 382.5.

**Qualified Disabled Individual** means a disabled individual who:

(a) with respect to accompanying or meeting a traveler, use of ground transportation, using terminal facilities or obtaining information about schedules, fares or policies, takes those actions necessary to avail himself or herself of facilities or services offered by Carrier to the general public, with reasonable accommodations, as needed, provided by Carrier;

(b) with respect to obtaining a reservation for air transportation on Carrier, offers or makes a good faith attempt to offer to purchase or otherwise to validly obtain a reservation;

(c) With respect to obtaining air transportation on other services or accommodations required by Department of Transportation regulations in 14 CFR Part 382:

(1) Purchases or possesses a valid reservation for air transportation on Carrier and presents himself or herself at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained;

(2) Meets reasonable, nondiscriminatory Contract of Carriage requirements applicable to all passengers; and

(3) Whose carriage will not violate the requirements of the Federal Aviation Regulations or, in the reasonable expectation of Carrier personnel, jeopardize the safe completion of the flight or the health or safety of other persons.

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

## **2. Nature of Contract**

This Contract applies to and governs only with respect to Carrier's routes. No agent, servant or representative of Carrier has authority to change or waive any provision of this Contract unless authorized in writing by Carrier's General Counsel's Office.

## **3. Reservations**

- A. All reservations on Carrier are confirmed and delivered electronically;
- B. No person shall be entitled to transportation without a valid, confirmed reservation. No reservation shall be considered confirmed until payment in full has been received;
- C. Carrier may offer non-refundable and/or refundable reservations for any given flight;

- D. All reservations are non-transferable and non-assignable. Reservations may only be used by the passenger named on the reservation at the time the reservation is made;
- E. Carrier reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable law or Carrier's rules and regulations; and
- F. No partial refunds other than those set forth in Section 26 below shall be issued.

#### **4. Changes and Cancellations**

- A. Reservations may be changed up to the scheduled departure time for a \$20, change fee plus any applicable fare change;
- B. For travel to the same destination, passengers may change their reservation to standby travel on any flight departing the same day as their original departure without a change fee but will be responsible for paying any fares differences due to traveling in a different class of service;
- C. Reservations must be rescheduled prior to the scheduled departure time or the fare will be forfeited. No refunds will be allowed on non-refundable fares or refundable fares if passenger fails to notify Carrier and either reschedules ore refund the travel prior to departure;
- D. Failure of a passenger to adhere to the following time requirements may result in the cancellation of the passenger's reservation and forfeiture of any and all payments (Unless otherwise provided in § 26):

(1) For domestic travel:

- i. Passengers traveling without checked baggage must obtain boarding pass twenty (30) minutes prior to scheduled departure;
- ii. Passengers traveling with checked baggage must obtain a boarding pass thirty (60) minutes prior to scheduled departure; and
- iii. All passengers must be present in the boarding gate area fifteen (15) minutes prior to scheduled or posted aircraft departure time.

(2) For international travel:

- i. Passengers traveling with or without checked baggage must obtain a boarding pass ninety (90) minutes prior to scheduled departure; and
- ii. All passengers must be present in the boarding gate area thirty (30) minutes prior to the scheduled or posted aircraft departure time.

- E. Carrier will refuse to honor any reservation when such action is reasonably deemed to be necessary to comply with applicable governmental regulations or requests;
- F. When a round trip or multi-segment reservation has been made and the passenger fails to honor his or her reservation for the first portion of the trip, Carrier will cancel, without notification, the return portion or the continuing portion of the passenger's reservations and passenger will forfeit any payments.

## **5. Group Reservations**

Reservations must be made through Carrier's Group Desk when fifteen or more passengers are booked as a group traveling on the same itinerary. Such group reservations are subject to all applicable group policies and procedures established by Carrier.

## **6. Fares**

- A. Transportation on Carrier is subject to the fares, taxes and charges in effect on the date on which the confirmed reservation was made. If the reservation has been confirmed before an increase in the fare becomes effective, the reservation shall be honored for transportation as purchased;
- B. Fares apply only between the points named and via the routing as shown in Carrier's current schedule and are not applicable to or from intermediate points;
- C. Carrier may offer either non-refundable and/or refundable tickets for any given flight;
- D. No stopovers are permitted on published fares, except upon combination of local fares. (A "stopover" is an intentional interruption by the passenger of his or her journey, scheduled to exceed four hours);
- E. Carrier may from time to time offer special fares for, senior citizens, military or government personnel or any other category of passenger. Information regarding such special fares will be available on the Company's website [www.iflygo.com](http://www.iflygo.com) or [www.flymesa.com](http://www.flymesa.com) as appropriate;
- F. Carrier reserves the right to collect additional taxes, fees, charges imposed by governmental entity after the reservation has been made and paid for, but before transportation commences.

## **7. Unaccompanied Minors**

- A. Carrier will not allow any child under the age of 5 years to travel on any flight unless accompanied by a passenger 13 years of age or older;
- B. Unaccompanied children ages 5 through 12 will be accepted by Carrier provided the child has a confirmed reservation, and the flight on which he/she travels does not require

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

C. Passengers 13 years of age and over are considered adults for purposes of this Section 7.

### **8. Infants and Small Children: Child Restraint Systems**

- A. Carrier encourages all adults traveling with children under the age of 2 to secure the child in an approved car seat in the child's own, purchased seat. A paying adult passenger may carry, free of charge, on his or her lap, one child over 3 days and under 2 years of age. Carrier reserves the right to request proof of age (e.g. passport, birth certificate or immunization record) before accepting infant for travel as a lap child. Infants between 3 and 14 days old must have written approval from their attending physician to travel. Carrier does not reserve a seat for such children unless a separate reservation is purchased at the regular applicable fare;
- B. If space is available after boarding or if a separate reservation has been made for the child over 3 days and under 2 years of age, the child may travel in a separate seat, provided that the child must be securely placed in an FAA-approved child restraint system (car seat) that conforms to the following guidelines:
- (1) Car seats manufactured since 1985 must state, in red lettering, "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT." In addition, the car seats must state "This child restraint system conforms to all applicable Federal motor vehicle safety standards." (This second statement need not be in red lettering.);
  - (2) Car seats manufactured before 1985 must state "This child restraint System conforms to all applicable Federal motor vehicle safety standards.";
  - (3) Child restraint seats may not be used in an emergency exit row including bulkhead rows in the event such row is also an emergency exit row;
  - (4) It is the responsibility of the child's parent or accompanying adult to ensure that the restraint device functions correctly, that the child is adequately secured by the device, that the child's weight does not exceed applicable limitations and that the device has been properly secured to the aircraft seat;
  - (5) Children may not be placed in booster seats, restraint vests, restraint harnesses and other devices not meeting the FAA requirements set forth above.

## 9. Baggage

### Free Baggage Allowance

Effective July 15, 2008 for travel on Mesa Airlines Inc. will transport free of charge a maximum of one (1) checked bag and one (1) carry-on bag for each ticketed customer. Effective August 10, 2008 for tickets purchased on or after July 15<sup>th</sup> Mesa Airlines Inc. will assess a \$10.00 fee for a passenger's first checked bag.

Checked baggage cannot exceed a weight of 50 pounds and dimensions of 62 inches in overall length, width, and height. Checked baggage exceeding the maximum quantity, weight, or size will be subject to an excess baggage charge.

An extra charge applies for additional, overweight, and/or oversized pieces. In no event will Mesa Airlines, Inc. accept baggage that weighs more than 100 pounds and/or baggage with combined dimensions exceeding 81 inches. Special items such as pets, surfboards, bicycles, scuba equipment, etc. are not included in the customer's free baggage allowance and are subject to an extra charge.

Carry-on baggage is limited to one piece per customer, plus a personal item. Small Personal items must be smaller than carry-on items, and consist of articles such as purses, briefcases, laptops, camera with case, small daypacks, infant bags, etc. Carry-on baggage must not exceed the outside linear dimensions of 51" or exceed 1 small personal item. All carry-on items (including small personal items and those exempt from the baggage count) must fit safely in approved carry-on locations.

Carry-on baggage allowance may be restricted due to lack of space.

**NOTE:** FOR FREE BAGGAGE ALLOWANCE EXCEPTIONS PLEASE REFER TO THE MESA AIRLINES, INC. WEBSITE ([www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.flymesa.com](http://www.flymesa.com)) OR ASK A MESA AIRLINES, INC. REPRESENTATIVE.

### Conditions of Acceptance

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

**Checked Baggage:** Mesa Airlines, Inc. will check baggage which is tendered by a customer and which is acceptable upon presentation by a customer of a valid ticket subject to the following conditions:

Baggage must be checked at the airport in advance of flight departure.  
The customer's name must appear on the baggage.

Baggage will only be checked to:

- The customer's next airport of stopover or, if there is no stopover, to the final destination designated on the ticket, or
- An airport at which the customer is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the customer is scheduled to arrive.

Mesa Airlines, Inc. will refuse to transport or will remove at any airport baggage that the customer refuses to submit for inspection. Mesa Airlines, Inc. may refuse to transport baggage on any flight other than the one carrying the customer.

**Fragile and Perishable Items:** Mesa Airlines, Inc. will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling, that is of a size, weight or character which renders it unsuitable for transportation on the particular aircraft to be used, or that cannot be accommodated without harming or annoying customers. Fragile and perishable items (see examples below) may be accepted if appropriately packaged in an original factory-sealed carton, mailing tube, container or case designed for shipping such items or packed with airline-approved, protective material. However, fragile items without appropriate packaging may, at the sole discretion of Mesa Airlines, Inc., be accepted upon the execution of a release form furnished by Mesa Airlines, Inc., releasing Mesa Airlines, Inc. from liability for damage to, loss or spoilage of contents, or delay in delivery resulting in damage to, loss or spoilage of such items.

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

### **Conditions for Acceptance of Special Items**

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

- **Firearms:** In accordance with Federal law, a customer who presents baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a suitable locked, hard-sided container before such baggage will be checked. Ammunition must be securely packed in durable fiber, wood or metal boxes or in the manufacturer's original package. Additional restrictions may apply for international travel.
- **Child Restraint Systems:** A child restraint system will be accepted for transportation in the customer cabin only if the restraint system can be stowed beneath the seat or in an approved overhead compartment; or when an additional seat is reserved for the infant, a ticket is purchased and the restraint system can be properly secured by the seat belt. The infant may not be secured in the restraint system during ground movement, takeoff, landing or any other time when the "Fasten Seat Belt" sign is on, unless such restraint

system is government approved.

- **Seat Baggage:** When determined acceptable by Mesa Airlines, Inc., an item of baggage may occupy a seat (selected by Mesa Airlines, Inc.), providing the customer accompanies the property, the item meets specified dimensions, can be properly secured by the seat belt, reservations are made and the applicable fare is paid.
- **Wheelchairs and Wheelchair Batteries** Carrier will accept wheelchairs, whether manually operated or battery operated, as checked baggage on the same flight as the passenger who uses the device. Further, Carrier will accept additional wheelchair batteries, crutches, braces or other prosthetic devices on the same flight. Carrier will accept battery-powered wheelchairs with the battery attached if the battery is labeled by the manufacturer as non-spillable. Batteries lacking non-spillable manufacturer labeling and spillable batteries that cannot remain in an upright position must be placed in special shipping boxes. Due to the advance notice requirement that may apply to obtaining these boxes, passengers should advise Carrier at least 48 hours before departure of the need for an appropriate battery box. As described in Section 12C and Section 18 respectively, excess baggage charges and limits on Liability for loss or damage to any items described in this paragraph do not apply.
- **Medical Equipment and Supplies** Carrier will accept personal respirators/ventilators containing non-spillable batteries that meet the requirements of 49 CFR 173.159(d) and other applicable safety regulations. Respirator and ventilator batteries must be plainly and durably marked "non-spillable". Medical oxygen, incubators and stretchers may not be carried onto the aircraft.
- **Pet Animals:** Mesa Airlines, Inc. does not accept animals for shipment in the cargo hold on CRJ 100/200 series aircraft. Mesa Airlines, Inc. will accept for an extra charge small dogs, small domestic cats, small household birds and household tropical fish for transportation in the customer cabin under the following conditions:
  - Reservations are made at least 24 hours before departure.
  - The animal is harmless, inoffensive, odorless and requires no attention during transit.
  - The container must be approved by Mesa Airlines, Inc. and able to fit underneath the seat in front of the customer traveling with the animal. (Maximum container size—21" length x 16" width x 8" height.)  
Note: Due to underseat space constraints, pets may not be permitted in the cabin on certain aircraft types.
  - Only one pet per customer and container is permitted, and the pet cannot be removed from the container during transit.
  - In the event the animal becomes offensive or causes a disturbance during transit, the owner will be asked to deplane with the pet at the first en route stop.
  - Mesa Airlines, Inc. assumes no responsibility for the impaired health or death of the animal.
  - Special additional restrictions may apply for international travel. The transportation



of animals to some international destinations is prohibited.

### **Military Baggage**

Military personnel who are on active duty status or who have been discharged within seven days qualify for free baggage allowance. The standard maximum military free baggage allowance is two (2) checked bags and the standard carry-on allowance per passenger. Military passengers may check two (2) bags (free of charge) which exceed the 62 inch/157 cm dimension (but less than 81 inches/206 cm) and weigh 100 pounds/45 kg or less.

### **Restricted Articles**

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

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

### **Baggage Claim Limits and Procedures**

Total liability for provable direct or consequential damages resulting from the loss, delay or damage to baggage in Mesa Airlines, Inc.'s custody is limited (1) for travel wholly between U.S. points, to \$3300 per customer; (2) for most international travel (including domestic portions of international journeys), to \$9.07 per pound (\$20 per kilo) for checked baggage and \$400 per customer for unchecked baggage in the custody/control of the carrier. For international travel, the weight of each piece of checked baggage will establish the carrier liability limit; maximum liability, unless excess weight is noted and additional charges paid, is limited to carrier free weight allowance.

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

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

When Mesa Airlines, Inc. has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables, or for damage to or damage caused by fragile items, liquids

or perishables which are unsuitably packed and which are included in a customer's checked baggage, with or without Mesa Airlines, Inc.' knowledge. Mesa Airlines, Inc. may allow a customer to check fragile and/or perishable items that are unsuitably packed upon the execution of a Limited Liability Release Baggage Tag. Mesa Airlines, Inc. assumes no liability for damage such as scratches, scuffs, dents, stains, cuts, and damage to wheels and retractable handles that results from normal wear and tear. When transportation is via Mesa Airlines, Inc. and one or more airlines with different limitations of liability, the lowest maximum baggage liability limit will apply.

When responsibility for loss, damage or delay cannot be determined in interline travel, Mesa Airlines, Inc. will not be liable for the other airline's excluded items.

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

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

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

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

Information on Mesa Airlines, Inc.' policy on delayed baggage return is available from any authorized Mesa Airlines, Inc. representative or on the Mesa Airlines, Inc. web site ([www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.flymesa.com](http://www.flymesa.com)).

## **10. Smoking**

Smoking aboard the aircraft is prohibited in accordance with Federal Law.

## **11. Refusal to Transport**

The following passengers will be refused transportation on Carrier:

- A. Passengers whose transportation on Carrier must be denied in order to comply with any government regulation, or to comply with any governmental request for emergency

transportation in connection with the national defense.

- B. Passengers whose transportation on Carrier is reasonably deemed by Carrier to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation weather conditions, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported;
- C. Passengers who refuse to permit a search of his or her person or property for explosives or for concealed, deadly or dangerous weapons or other prohibited articles, or who refuse on request to produce positive identification;
- D. Passengers requiring medical oxygen for use on board the aircraft, incubators or hook-ups for a respirator to the aircraft electrical power supply, or persons who must travel on a stretcher;
- E. A Qualified Disabled Individual pursuant to 14 CFR Part 382 whose carriage may impair the safety of the flight or violate Federal Aviation Regulations. Carrier may require that a Qualified Disabled Individual be accompanied by an attendant as a condition of being provided air transportation under the following circumstances:
  - (1) A person who, because of a mental disability, is unable to comprehend or respond accordingly to safety instructions from Carrier personnel, including the safety briefing required by 14 CFR Parts 121.571 (a) (3) and (a) (4);
  - (2) A person with mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft;
  - (3) A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Carrier personnel adequate to permit transmission of the safety briefing required by 14 CFR Parts 121.571 (a) (3) and (a) (4);
  - (4) If the carrier determines that a person meeting the criteria of paragraph E (1), (2) or (3) of this Section must travel with an attendant, contrary to the individual's self-assessment that he or she is capable of traveling independently, Carrier will not charge for the transportation of the attendant while accompanying a qualified disabled passenger requiring an attendant at the carrier discretion:
    - (a) If, because there is not a seat available on a flight for an attendant whom Carrier has determined to be necessary, a disabled person with a confirmed reservation is unable to travel on the flight, the disabled person will be eligible for denied boarding compensation under Article 105 (b) of this Contract;
    - (b) For purposes of determining whether a seat is available for an attendant, the attendant shall be deemed to have checked in at the same time as the disabled person.

F. Comfort and Safety - In the following categories where refusal or removal may be necessary for the comfort or safety of the passengers or other passengers:

- (1) Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating or violent;
- (2) Persons who are barefoot and over five years old;
- (3) Persons who are unable to sit in the seat in the full upright position with the seat belt fastened; Carrier at its sole discretion may require passengers unable to occupy a single seat to purchase a second seat.
- (4) Persons who appear to be intoxicated or under the influence of drugs;
- (5) Persons who are known to have a contagious disease;
- (6) Persons who refuse to comply with instructions given by Station Management, Supervisory personnel or Uniformed Flight Crew Members prohibiting the solicitation of items for sale or purchase, including airline tickets, passes or travel award certificates;
- (7) Persons who have an offensive odor, except where such condition is the result of a qualified disability;
- (8) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in FAR 108.11;
- (9) Manacled persons in the custody of law enforcement personnel; persons brought to the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier personnel objection to the flight;
- (10) Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition is unacceptable for passage;
- (11) Pregnant Passengers expecting to deliver within seven days, unless such Passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the Doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight.
- (12) Passengers between the age of three (3) and fourteen (14) days, unless attending physician approves travel;
- (13) Passengers who are unwilling or unable to abide by Carrier no-smoking rules.

(14) However, Carrier will not refuse to provide transportation to a Qualified Disabled Individual solely because the person's disability results in appearance or involuntary behavior that may offend annoy or inconvenience crewmembers or other passengers. Carrier will not provide certain extensive in-flight special services including, but not limited to, assistance in actual eating, assistance within the restroom or assistance at the passenger's seat with elimination functions, or provision of medical services.

G. The tickets of any passenger refused passage or removed enroute under the provisions of this section 24 will be refunded in accordance with Section 26 below. Such a refund shall be the sole recourse of any passenger refused passage or removed enroute. **UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.**

## **12. Failure to Operate as Scheduled**

- A. Whenever Carrier cancels or otherwise fails to operate any scheduled flight due to controllable reasons, Carrier will, at the request of the passenger either (i) transport the passenger on another of Carrier's flights on which space is available at no additional charge, or (ii) provide passenger with a full refund in accordance with Section 26 below. Carrier shall have no other Liability or responsibility to any passenger as a result of a failure to operate any flight;
- B. Carrier will endeavor to carry passengers and their baggage with reasonable dispatch, but times shown in schedules or elsewhere are not guaranteed and form no part of this Contract of Carriage. Carrier may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit intermediate stops shown on the reservation. All schedules are subject to change without notice. Carrier is not responsible and assumes no Liability for failure to make connections on its own flights or the flights of any other airline. **UNDER NO CIRCUMSTANCES SHALL CARRIER BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

## **13. Refunds**

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

not eligible for refunds, except as provided in section 25.C and 25.D below. Unless otherwise specifically stated on the ticket, in the travel agreement with Carrier, or by an Employee or agent of Carrier when reservations are booked, confirmed, or ticketed, the fare paid for unused nonrefundable tickets, upon surrender of the unused ticket or portion thereof, or with the electronic travel confirmation number and proof of purchase sufficient to Carrier, may be applied toward the purchase of future travel, without penalty, provided that travel is completed within (1) year after the original issue date of the ticket. The fare for the new ticket(s), however, may be greater and/or the new ticket(s) may be subject to different terms, conditions, or restrictions than the original ticket.

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

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

## **14. Denied Boarding**

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

### **Voluntary**

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

### **Involuntary**

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

- The last customer(s) to present him/herself (themselves) at the boarding gate may be denied boarding in the event of an overbooked flight.

- Boarding preference will be given to *go!* Miles members based on their status in the program and time of check-in.
- Special efforts will be made to never involuntarily deny boarding to customers requiring special assistance or unaccompanied minors.

### **Transportation for Customers Denied Boarding**

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

### **Compensation for Flights Within the Continental United States**

**Voluntary** - Mesa Airlines, Inc. will offer volunteers on flights within the continental United States and Hawaii a transferable voucher for one free roundtrip coach class ticket on Mesa Airlines, Inc. within the *go!* Hawaii network.

**Involuntary** - Mesa Airlines, Inc. will offer one of the following types of compensation to customers denied boarding involuntarily on flights within the *go!* Hawaii network:

- A transferable voucher for one free roundtrip coach class ticket on Mesa Airlines, Inc. within the *go!* Hawaii network; or,
- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$800.00.

However, the compensation shall be 50% of the amount described above, but not more than \$400.00, if Mesa Airlines, Inc. arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from Mesa Airlines, Inc. agents and on the Mesa Airlines, Inc. web site ([www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.flymesa.com](http://www.flymesa.com)).

### **Waiver of Payment of Compensation**

Denied boarding compensation payment may not be made if:

- The customer has not complied with the applicable time limit for presenting himself or herself at the boarding gate even if the customer has already checked in at another location.
- The customer is offered accommodations in a class of service on the aircraft other than

that specified on his/her ticket (at no extra charge), except that a customer seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.

- The flight for which the customer holds confirmed reserved space is unable to accommodate that customer because of the substitution of equipment of lesser capacity when required by operational or safety reasons.
- Mesa Airlines, Inc. arranges comparable air transportation, or other transportation used by the customer at no extra cost to the customer, that at the time such arrangement is made, is planned to arrive at the airport of the customer's next stopover or, if none, at the airport of the final destination not later than one hour after the planned arrival time of the customer's original flight or flight(s).

### **Free Air Transportation as Compensation for Travel**

Free air transportation is limited to one round trip ticket from any one city served by Mesa Airlines, Inc. to any one destination served by Mesa Airlines, Inc. within the applicable region where the voucher was issued, as selected by the customer. The regions of issuance are defined as follows:

Region 1 includes the continental United States

Region 2 includes Hawaii

The voucher for free air transportation will be provided only to the customer who was denied boarding, although the customer may elect to transfer the voucher to another person. The voucher for free air transportation must be exchanged for a ticket within one year from the date of issuance of the voucher. Tickets issued in exchange for free air transportation vouchers are valid for one year from the date of ticket issuance. All travel must be completed within one year of the date of ticket issuance. Space is subject to availability at time of booking and travel must be via Mesa Airlines, Inc. only and via the most direct routing on which space is available. A stopover will be permitted only at the customer's outward destination. The ticket has no refund value and may be rerouted and reissued only by Mesa Airlines, Inc.. A customer involuntarily denied boarding may decline this transportation benefit and receive the cash payment specified in Section X describing involuntary compensation.

Mesa Airlines, Inc. policies and procedures on voluntary and involuntary denied boarding, including applicable check-in deadlines, are available from authorized Mesa Airlines, Inc. agents and on the Mesa Airlines, Inc. web site ([www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.flymesa.com](http://www.flymesa.com)).

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

### **15. Reservations on Other Carriers**



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

#### **16. Right to Change Contract**

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

#### **17. Ground Transportation**

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

#### **18. Check Acceptance**

Personal checks or company checks will not be accepted

#### **19. Government Laws and Regulations**

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

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

#### **20. Section Headings**

The section headings used in this Contract of Carriage are intended for convenience only and in no way define, limit or describe the scope or substance of any of the provisions of this document.