



ALABAMA
AIR SHUTTLE

ALABAMA AIR SHUTTLE, INC.
CONTRACT OF CARRIAGE
February 9, 2008

Passenger transportation by Alabama Air Shuttle, Inc. (hereafter "Carrier") is subject to the following terms and conditions. By signing this "Contract of Carriage" (hereafter "Agreement"), a passenger agrees to be bound by the following terms and conditions.

(This Agreement must be signed only once – not before every flight.)

1. Definitions

"Baggage" means all luggage, including suitcases, garment bags, tote bags, packages, camera and electronics bags, computer and equipment cases, briefcases, typewriters, and similar articles, whether carried by the passenger in the cabin or carried in the aircraft cargo compartments. Coats and wraps, when carried by the passenger in the passenger cabin, will not be considered as baggage.

"Carriage" means the transportation of passengers and/or baggage by air, gratuitously or for hire, and all services of Carrier incidental thereto.

"Carrier" means Alabama Air Shuttle, Inc.

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

"Qualified individual with a disability" is as defined in federal regulations.

2. Surveillance and Inspection of Passengers and Baggage

Passengers and their baggage are subject to surveillance and inspection by electronic and/or physical means with or without the passenger's consent or knowledge.

3. Refusal to Transport

Carrier will refuse to transport, or will remove from an aircraft at any point, any passenger in the following circumstances:

- A. **Safety and Government Request or Regulation:** Whenever such action is necessary for reasons of aviation safety or to comply with any Federal Aviation Regulation or other applicable government regulation, or to comply with any government request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Carrier's control (including, without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances, whether actual, threatened, or reported).
- B. **Search of Passenger or Property:** Any passenger who refuses to permit the search of his or her person or property for explosives, hazardous materials, contraband, or concealed, deadly, or dangerous weapons or articles.
- C. **Proof of Identity:** Any passenger who refuses on request to produce positive identification.

NOTE: Carrier shall have the right to require, but shall not be obligated to require, positive identification of passengers.

- D. **Special Medical Requirements:** Carrier will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on Carrier's aircraft: medical oxygen for use onboard the aircraft, incubators, medical devices requiring electrical power from the aircraft, or persons who must travel on a stretcher.
- E. **Comfort and Safety:** Carrier may refuse to transport or remove from the aircraft at any point any passenger in the following categories as may be necessary for the comfort or safety of such passenger or other passengers:
 - 1) Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating, or violent, or whose clothing is lewd, obscene, or patently offensive;
NOTE: Carrier will not refuse to provide transportation to a qualified individual with a disability solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience crew members or other passengers.
 - 2) Persons who are barefoot and over five (5) years of age, unless caused or necessitated by a disability;
 - 3) Persons who are unable to occupy a seat with the seat belt fastened;
 - 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 Carrier's employees or representatives prohibiting the solicitation of items for sale or purchase;
 - 7) Persons who have an offensive odor, except where such condition is the result of a 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 Transportation Security Administration Regulation, 49 C.F.R. 1544.219;
- 9) Prisoners (i.e., persons charged with or convicted of a crime) under escort of law enforcement personnel; other persons (i.e., non-prisoners) in the custody of law enforcement personnel who are being transported while wearing manacles or other forms of restraint; persons brought into the airport in manacles or other forms of restraint; persons who have resisted escorts; or escorted persons who express to Carrier's employees or representatives an objection to being transported on the flight;
- 10) Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition renders the passenger unacceptable for carriage;
- 11) Infants fourteen (14) days of age or younger, unless approved for carriage in writing by an attending physician; or
- 12) Persons who are unwilling or unable to abide with Carrier's non-smoking rules.

The fare of any passenger denied transportation or removed from Carrier's aircraft enroute under the provisions of Article 3 will be refunded. The sole resource of any passenger refused transportation or removed enroute will be the recovery of the refund value of the unused portion of his or her flight.

4. Reservations

Ten-Minute Rule: Failure of the passenger to be present and available for boarding in the departure boarding area at least ten (10) minutes before the aircraft departure time may result in cancellation of the passenger's reservation.

5. Ground Transportation

Carrier does not assume responsibility for the ground transportation of any passenger or his or her baggage between any airport used by Carrier and any other location. Ground transportation is at the passenger's expense.

6. Application of Fares – General

- A. Transportation is subject to the fares and charges in effect on the date on which a reservation was issued.
- B. Fares and charges are published in Carrier's marketing materials and reservations, and fares and charges may be changed by Carrier from time to time without notice at Carrier's sole discretion.

7. Carriage of Children

- A. Infants fourteen (14) days of age or younger: Carrier will not provide transportation services to any infant fourteen (14) days of age or younger, unless an attending physician approves such infant for air travel in writing. Infants must be accompanied by a passenger twelve (12) years of age or older.
- B. Children over fourteen (14) days and under two (2) years of age: One child over fourteen (14) days and under two (2) years of age, not occupying a seat, will be carried without charge when accompanied by a fare-paying passenger twelve (12) years of age or older.
- C. Children two years of age or older must use a child safety seat in the same manner as in a ground vehicle. The child restraint system must conform to all applicable federal motor vehicle and aircraft safety standards.
- D. Responsibilities of Carrier: Carrier assumes no responsibilities for unaccompanied children beyond those applicable to adult passengers.

8. Acceptance of Baggage – General

- A. Inspection: All baggage tendered to Carrier for transportation is subject to inspection by Carrier and authorized government agencies.
- B. Acceptance: Carrier will accept as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger, as the personal property of the passenger, subject to the following conditions:
 - 1) Carrier will refuse to accept any baggage for transportation if it or its contents cannot withstand ordinary handling, or if its weight, size, or character renders it unsuitable for transportation on the particular aircraft on which it is to be carried;
 - 2) Carrier will refuse to accept baggage that, because of its nature, contents, or characteristics (such as sharp objects, paint, corrosives, or other prohibited hazardous materials), might cause injury to passengers or Carrier's employees and representatives, damage to aircraft or other equipment, or damage to other baggage;
 - 3) Carrier will not accept baggage that cannot safely be carried in the baggage compartments of the aircraft; and
 - 4) Carrier will not accept carryon baggage that cannot safely be carried on the aircraft.

9. Baggage – Limits of Liability

- A. The liability, if any, of Carrier for loss of, damage to, or delay in the delivery of baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by an individual with a disability (see Article 10.B. below), is limited to the proven amount of damage or loss, but in no event shall be greater than \$1,000.

- B. Carrier will be responsible for such personal property only for the period in which it is in the custody of Carrier. While every reasonable effort will be made to return items inadvertently left behind by passengers onboard an aircraft, Carrier assumes no liability or responsibility for property carried onboard an aircraft by a passenger.
- C. Carrier's liability with respect to damage to wheelchairs, other mobility aids, and assistive devices upon which an individual with a disability who checks the item is dependent shall be the documented cost of repair. If a wheelchair, mobility aid, or assistive device is lost or irreparably damaged, Carrier's liability shall be the documented original purchase price of the wheelchair, mobility aid, or assistive device, without depreciation. Carrier will also compensate the passenger for other reasonable expenses incurred as a result of the loss of, damage to, or delayed delivery of the wheelchair, mobility aid, or assistive device.
- D. Carrier assumes no responsibility and will not be liable for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable papers; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables contained in baggage. For the passenger's protection, these items should not be transported in or as baggage.
- E. Carrier assumes no responsibility and will not be liable for loss of or damage to protruding parts of luggage and other articles of baggage, including but not limited to wheels, feet, pockets, hanger hooks, pull handles, straps, zippers, locks, and security straps. Furthermore, Carrier assumes no liability for defects in baggage manufacture or for minor damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks, and dirt.

10. Claims

- A. No claim for personal injury or death of a passenger will be entertained by Carrier unless written notice of such claim is presented to Carrier within twenty-one (21) days after the occurrence of the event giving rise to the claim.
- B. In the case of loss of, damage to, or delay in delivery of baggage, no claim will be entertained by Carrier unless preliminary notification of such claim is first presented to Carrier within four (4) hours after arrival of the flight on which the loss, damage, or delay is alleged to have occurred. Thereafter, Carrier will consider such claim only upon written notice from the claimant submitted to Carrier no later than twenty-one (21) days after the occurrence of the event giving rise to the claim. Once Carrier receives written notice of the claim a Passenger Property Loss Claim form will be provided to the claimant. In order to be considered by Carrier for payment, the Passenger Property Loss Claim form must be completed and postmarked for return to Carrier no later than forty-five (45) days following the occurrence giving rise to the claimed baggage loss, damage, or delivery delay.
- C. Failure to provide notice with the foregoing time limits will not bar a claim if the claimant establishes to the satisfaction of Carrier that he or she was unable, through no fault or omission of claimant, to provide notice within the specified time limits.
- D. No legal action on any claim described above may be maintained against Carrier unless commenced within one (1) year of Carrier's written denial of a claim, in whole or in part.

11. Smoking

Smoking aboard, or in the vicinity of, Carrier's aircraft is prohibited.

12. Failure to Operate in a Timely Manner

- A. Cancelled flights or late or irregular operations: In the event Carrier cancels or fails to operate any flight for which a passenger has a confirmed reservation, or changes the departure time of any such flight by more than one (1) hour, Carrier will, at the request of a passenger, refund the unused portion of the passenger's fare.

NOTE: If air charter passengers are late for a flight, the flight will not be considered cancelled, late, or an irregular operation.

- B. Except to the extent provided in Article 12.A. above, Carrier shall not be liable for any failure or delay in operating any flight due to causes beyond Carrier's control, including but not limited to, acts of God, governmental actions, fire, weather, mechanical difficulties, Air Traffic Control, strikes or labor disputes, or inability to obtain fuel for the flight in question. Carrier shall use its best efforts to notify all affected passengers promptly of planned departure time changes and service withdrawals.
- C. Carrier will attempt to transport passengers and their baggage promptly and as promised. Flight departure times, however, are subject to change without notice, and the times shown in or on Carrier's published documents and advertising are not guaranteed. At times, without prior notice to passengers, Carrier may need to substitute other aircraft or air carriers. In the event of flight departure time changes, Carrier will attempt to so notify affected passengers as soon as possible at the airport or enroute.

13. Payment

- A. Payment for Carrier's services is required within thirty (30) days of a trip date, except that, at Carrier's sole discretion, payment may be required before a trip date.
- B. For any reason, and in Carrier's sole discretion, Carrier may refuse to accept the tender of a personal check and require another form of payment.
- C. A service charge of twenty-five dollars (\$25.00) will be assessed on unpaid checks returned to Carrier.
- D. Passengers for an air charter flight may be required to pay a deposit, at the sole discretion of Carrier, in order to have a confirmed reservation. The amount of a deposit, if any, will be determined by Carrier.

- E. If an air charter passenger cancels an intended flight within twenty-four (24) hours of the intended flight departure time, the passenger may be charged a flight cancellation fee at the sole discretion of Carrier. The amount of the flight cancellation fee will be determined by Carrier and may be up to 100% of the quoted air charter charge excluding federal taxes and fees. A flight will be considered to be cancelled if a passenger overtly communicates a cancellation to Carrier or if a passenger does not show up for the intended flight.

14. Compliance with Law and Governmental Regulations

All transportation is sold and all carriage is performed subject to compliance with all applicable laws and governmental regulations, including those of the U.S. Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration, many of which are not specified herein but are nonetheless binding on Carrier and all passengers.

15. 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 Agreement without prior notice. All changes must be in writing and approved by the President of Carrier.

16. Facsimile Signature

A facsimile signature on this Agreement is valid and enforceable.

17. Termination

There is no termination date to this Agreement. A person signing this Agreement is bound by its terms and conditions whenever such person is a passenger.

18. Choice of Law

These terms and conditions shall be interpreted and enforced according to the laws of the State of Alabama or applicable federal law.

By my signature on his Agreement, I agree to be bound by its terms and conditions.

Signed by _____

Printed Name _____

Date _____

Although not required, please provide your email address so that Alabama Air Shuttle may send you occasional newsletters and important information.

Email Address _____

Please fax this executed Agreement to 205-995-0399

or

If you have a document scanner, please email it to info@alabamaairshuttle.com

or

Please hand-deliver it to your Alabama Air Shuttle pilot before your flight.

THANK YOU FOR YOUR BUSINESS!

