



ExpressJet Airlines LLC (and Affiliates) Contract of Carriage

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1 Introduction

Transportation of Passengers and Baggage (as defined below) by ExpressJet Airlines LLC “ExpressJet”, “Carrier”, or “the Company”) is subject to the terms and conditions contained in this Contract of Carriage and, where applicable, treaties, government regulations, tariffs on file with the U.S. Department of Transportation, and any terms, conditions and restrictions applicable to your booking channel. By making a Reservation or accepting transportation on ExpressJet, each Passenger agrees to be bound by all the following terms and conditions and applicable treaties, government regulations, tariffs, and booking channel terms, conditions and restrictions.

ExpressJet reserves the right, in its sole discretion and to the extent not prohibited by federal law, to change, delete or add to any of the terms of this Contract of Carriage without prior notice. All changes must be in writing and approved by an officer of the Company. To the extent there is a conflict between the Contract of Carriage and information printed on the Reservation or specified on ExpressJet’s website, the Contract of Carriage governs.

ExpressJet also provides transportation under Affiliate brand names. Any provisions of the Contract of Carriage that differ from transportation provided under the ExpressJet brand versus Affiliate brands are outlined in the Attachments to this Contract of Carriage.

2 Definitions

Adult means a person who has reached his/her eighteenth birthday as of the date of commencement of travel.

Affiliates refers to other entities that market air transportation operated by ExpressJet. Travel purchased through these entities is subject to the terms and conditions and may differ from ExpressJet’s Contract of Carriage. Such specific terms and conditions related to travel on these Affiliates, and differing from ExpressJet’s Conditions of Carriage, are provided in Attachments to this Contract of Carriage.

Baggage means such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger’s trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the Passenger.

Baggage Claim Tag mean documents with numeric serial numbers issued by ExpressJet as a receipt for the Passenger’s checked baggage.

Boarding Pass means a paper or electronic document issued by ExpressJet entitled “Boarding Pass” bearing the Passenger’s first and last name, flight number and date, departure and arrival airports and a boarding group identifier, which represents the Passenger’s boarding group. A Passenger must have a Boarding Pass to be able to board the aircraft.

Carriage means the transportation of Passenger and/or Baggage by air, together with all services of ExpressJet in connection with such transportation.

Carry-on Baggage or Carry-on Bag means an item of Baggage carried on board an aircraft by a Passenger for storage in the overhead compartment for which ExpressJet has charged a fee, when applicable, and not issued a bag claim number to the Passenger.

Checked Baggage or Checked Bag means an item of Baggage that a Passenger with a Reservation has requested ExpressJet to take custody of, at no charge or for a fee depending on the brand used on the specific flight, and for which ExpressJet has issued a Baggage Claim Tag to the Passenger.

Child or Children means a person who has reached his/her second birthday but not his/her 14th birthday as of the date of commencement of travel.

Consequential Damages means damages which are the result of an act but are not direct or immediate.

DOT means U.S. Department of Transportation.

Electronic Travel Credit (ETC) means an electronic credit in a specified dollar amount valid for the purchase of ExpressJet or Affiliate products and services for a specified period from the date of issuance. The ETC must be used for purchase within the defined validity period, not to exceed one (1) year from date of issuance. ETCs may only be used by the Passenger to whom it was issued and does not have any cash or refund value.

FAA means U.S. Federal Aviation Administration.

Force Majeure Event means any event outside of ExpressJet's control, including, without limitation, acts of God, and meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, epidemics, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting ExpressJet's service, mechanical difficulties by entities other than ExpressJet, Air Traffic Control, disruptions to the availability of fuel, airport gates, labor, or landing facilities for the flight in question or any situation not reasonably foreseen, anticipated or predicted by ExpressJet.

Infant means a person who has not reached his/her second birthday as of the date of commencement of travel.

Legal Guardian means one who legally has the care and management of an infant/minor.

Maximum Outside Linear Dimensions means the sum of the greatest outside length plus the greatest outside width, plus the greatest outside height - including handles, wheels and protrusions.

Military Agencies mean departments of the U.S.A. Army, Navy, and Air Force, the Marine Corps, the Coast Guard, the respective academies of the Army, Navy, Air Force, and Coast Guard, Space Force, and the National Guard. The Reserve Officer Training Corps (ROTC) is not included.

Military Passenger means military personnel of the Military Agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.

Minor means a person who has reached his/her second birthday but not his/her 18th birthday as of the date of commencement of travel.

No Show Passenger means a Passenger who does not travel on the flight of their Reservation and has also not canceled or changed their Reservation at least 30 minutes before the departure of the flight

Passenger (also potentially referred to as “Passenger”, “Customer” or “Guest” during a journey) means any person, except members of the crew, carried or holding a confirmed reservation to be carried in an aircraft with the consent of ExpressJet and bound by this Contract of Carriage.

Personal Item means an item of Baggage carried on board an aircraft by a Passenger for storage under a seat, or overhead bin, for which ExpressJet has not charged a fee or issued a bag claim number to the Passenger.

Optional Service(s) means products and services that are not required to be purchased for travel on ExpressJet and, depending on the brand of the flight operated, may include advance seat assignments, pets transported in the cabin, Baggage and other services. Passengers should check the Attachments for a detailed list of Optional Services and the associated charges.

Qualified Individual with a Disability means any person 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. This term is further defined and applied by ExpressJet as set forth in Part 382 of the DOT regulations, 14 CFR Part 382.

Reservation means a space on a specific date and on a specific flight of ExpressJet which has been purchased by a Passenger.

Service Animal means a dog, regardless of breed or type that 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. Animal species other than dogs are not Service Animals. Emotional support animals, comfort animals, companionship animals and service animals in training, are not considered Service Animals.

Standard(s) means a policy, term or condition set by ExpressJet to define how it sells and provides transportation and other services to its Passengers, how it operates on a day-to-day basis, and how its Passengers, Employees, Agents, and stakeholders will conduct themselves and be treated.

Unaccompanied Minor means Children/Minors 8 to 14 years of age when traveling alone or not accompanied on the same flight and in the same compartment by a companion Passenger at least 18 years of age or with their Legal Guardian or parent(s).

3 Reservations

A **ExpressJet is a ticketless airline.** Reservations are purchased in lieu of a ticket. No person shall be entitled to transportation without a valid Reservation and proof of identification acceptable to ExpressJet to confirm that transportation has been purchased. Such Reservation entitles the Passenger to transportation subject to this Contract of Carriage and certain terms and conditions as follows:

- i Such Reservation is valid between the points of origin and destination designated on the Passenger's Reservation only.
- ii Passenger is in compliance with all other requirements of the Passenger's fare.
- iii The Passenger's Reservation is in the Passenger's own name.
- iv The Reservation has not been improperly altered or issued.

B **Reservations Accepted.** ExpressJet will accept only Reservations booked in accordance with the applicable Acceptance Policy as determined by ExpressJet or affiliates. See Attachments for details.

C **Confirmation of Reservations.** A Reservation is confirmed when payment is completed and there is no payment due. ExpressJet does not accept Reservations without payment in full.

D **Reservations are Nontransferable.** Reservations, and any Electronic Travel Credit (ETC) issued for unused Reservations or as compensation, are nontransferable unless specified explicitly on the Reservation or ETC. If any nontransferable ETC or reservation is used by any person other than the person to whom it was issued, ExpressJet may deny transportation to such person and, in any case ExpressJet shall not be liable for the loss, destruction, damage, or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

E **Purchase of Additional Seat.** The purchase of more than one seat for use by a single Passenger is required when a Passenger is unable to occupy a single seat as set forth in Section 7.A.vi.a. or when necessary to transport large musical instruments or electronic audio/video, medical, or otherwise sensitive equipment unsuitable for Carriage as Checked Bags, as specified in Section 8. It is the Passenger's responsibility to notify ExpressJet of the above or other unique seating needs. In accordance with Section 7, ExpressJet may refuse to transport individuals who are unable or unwilling to comply with ExpressJet's seating requirements.

F Noncompliance. If a Passenger does not comply with the terms and conditions in this Contract of Carriage, their Reservation shall be invalidated, and ExpressJet may:

- i Cancel any remaining portion of the Passenger's Reservation, including the return portion of a round trip flight.
- ii Refuse to allow the Passenger to board or check Baggage.

G No Show Passengers. ExpressJet may cancel, at ExpressJet's discretion, a No Show Passenger's Reservation without notice, in which case all charges associated with that flight are forfeited. Section 6 contains additional information on Passenger's check-in procedures.

H Cancellation of Confirmed Reservations.

- i Passenger Initiated Cancellation Prior to Date of Travel. If a Passenger cancels his/her Reservation and is not a No-Show Passenger, the Passenger will be eligible for a refund or an ETC, with associated levied fees if any, first based on whether The Passenger meets the criteria in the Attachment - ExpressJet Customer Commitment. Otherwise, eligibility for refunds or ETC will be based on terms specified in Appendix A through Appendix C.
- ii Check-in Requirements. Failure of the Passenger to obtain a Boarding Pass and be present and ready for boarding (as discussed in Section 6) in the flight's boarding gate area at least fifteen (15) minutes before the scheduled departure time may result in cancellation, at ExpressJet's sole discretion, of the Passenger's Reservation without notice and the Passenger will be considered a No-Show Passenger. Section 6 contains additional information on ExpressJet's check-in procedures.

I Prohibited Booking Practices.

Fraudulent, fictitious and/or abusive bookings violate ExpressJet's rules. Reservations booked by Passengers must be done so only in respect of a Passenger's genuine travel requirements. Reservations booked to exploit or circumvent fare and Reservation rules are strictly prohibited. Examples include (but are not limited to):

- i Purchasing a Reservation without intent to travel, including to gain access to our facilities;
- ii Booking a Reservation in someone's name without the person's consent; and
- iii Booking duplicate or impossible Reservations, for example multiple flights for the same Passenger around the same time (i.e., flights a Passenger physically could not complete) or multiple Reservations for the same Passenger departing from the same city on the same date.

- iv Booking a reservation to a destination and voluntarily deplaning at an intermediate stop or failing to board at a connecting point for the ticketed destination.

If ExpressJet determines that the Passenger or a person or entity purchasing a Reservation on behalf of the Passenger is using a prohibited practice, then without advance notice to the Passenger or purchaser, ExpressJet reserves the right to cancel any unused part of the Reservation or any other Reservations that it believes, in its sole discretion, were made in violation of ExpressJet Standards, refuse to let the Passenger fly and check Baggage, not refund an otherwise refundable Reservation, charge the Passenger for what the Reservation would have cost if the Passenger or the purchaser had not booked it fraudulently and/or require the Passenger or the purchaser to refund to ExpressJet any compensation provided or costs incurred.

J Limitation of Liability.

Limitation of Liability. ExpressJet is not liable for any special, incidental or consequential damages when it cancels the Reservations of any Passenger pursuant to this Section 3. The fare paid for the unused portions of travel that are canceled by the Passenger may be eligible for a refund or applied toward the purchase of future travel in accordance with the applicable fare rules and Section 4.

K Refusal to Provide Sell Transportation.

Refusal to Provide Sell Transportation. ExpressJet may refuse to sell or - provide transportation to any person, including the following, and may inform such persons that they are not permitted to purchase or obtain transportation from ExpressJet based on:

- i Prior Misconduct. A person who has disrupted operations (at ExpressJet or other transportation provider), mistreated a crewmember of ExpressJet (or employee of other provider of transportation or related services), or has not complied with ExpressJet Standards or has otherwise violated this Contract of Carriage.
- ii Fraud and Criminal Activity. A person who has engaged in fraud or other criminal activity against ExpressJet (or other provider of transportation or related services).

4 Fares

A General. Transportation is subject to the fares and charges in effect when the Reservation is booked and purchased. Fares are subject to change without notice and are only guaranteed once a Reservation is purchased.

B Refundability and Changeability of Fares. Subject to the specific rules and fees in the Attachments, ExpressJet fares will be:

- i Refundable. Subject to fees and provisions in the Attachments, legitimately canceled Reservations for these fares will result in refunds to the original form of payment.
- ii Nonrefundable. Subject to fees and provisions in the Attachments, cancelations and changes to Reservations will be permitted with excess fare amounts issues to the passenger as an ETC.
- iii Restricted. The Reservation cannot be changed or canceled by the Passenger.

C **Changes** to any portion of a Reservation initiated by the purchaser, Passengers, or his/her authorized agent after its original issuance will be subject to the fares, fare rules, tax increases, and charges in effect on the date the change is initiated. A change constitutes a change in passenger name, flight number, origin, destination, flight date or fare.

D **Fare information** may be obtained on ExpressJet's website or the website of our Affiliates, by contacting the ExpressJet Telephone Service Center or that of our Affiliates, or at an ExpressJet check-in counter. See Attachments for details.

E **Currency**. All published fares, fees and charges are stated, and must be purchased in, U.S. currency or such currency permitted by ExpressJet or Affiliates.

F **Forms of Payment.**

All amounts due to ExpressJet must be paid with a credit or debit card and/or unexpired ETC. ExpressJet does not accept personal checks, traveler's checks, certified (cashier's) checks, money orders, or cash.

G **Authorized Channels**. ExpressJet is not responsible for Reservations or fees through any channel not authorized by ExpressJet or its Affiliates.

H **Service Charge**. A service charge will apply to any improper chargeback on a credit card and may be charged to the same credit card via which the chargeback is made.

I **Additional Processing Fee(s)**. An additional processing fee may apply to each Reservation purchased via ExpressJet's Telephone Service Center or that of its Affiliates. See Attachments for details.

J **Optional Services** may be purchased during the initial booking process or added later but before departure. See Attachments for details

5 Refunds

Refunds will be made in accordance with applicable fare rules.

- A **ETC Eligibility.** If one or more ETCs are used to pay for future Reservations or Optional Services and those future Reservations or Optional Services are later cancelled by the Passengers, any ETCs reissued upon cancellation will retain their original expiration dates.
- B **ETC Forfeiture.** Should a Passenger fail to apply an ETC toward the purchase of future travel within the eligibility period, the entire amount of the ETC will be forfeited.
- C **Nonrefundable Reservations.** The fare paid for unused travel by Passengers who purchase such Reservations are not eligible for refunds, except as provided in Section 3(H)(i) and Section 11. Taxes, security fees and Passenger Facility Charges associated with a nonrefundable fare are also not eligible for refund except as required by applicable laws and regulations.
- D **Nonrefundable fares** cannot be changed or refunded unless ExpressJet or its Affiliate has stated otherwise. The fare paid for unused nonrefundable Reservations, including taxes, security fees and Passenger Facility Charges, may be applied toward the purchase of future travel on ExpressJet for the Passenger, subject to a fee if the change happens too close to departure and also subject to No Show Passenger provisions (Section 3.G). The new Reservation may be more or less expensive or subject to different terms, conditions, or restrictions from the original Reservation. If the fare is lower, an ETC may be issued for the difference. No refund will be made for nonrefundable Reservations except in the circumstance that ExpressJet is unable to provide transportation.

6 Check-in

A Boarding Passes

- i Boarding Passes may be obtained at the ExpressJet website, the website of Affiliates, via the ExpressJet or Affiliate mobile app (when offered), or at the airport check-in counter or departure gate from ExpressJet or its Agents no more than 24 hours before the flight's scheduled departure time. ExpressJet and/or Affiliates reserves the right to restrict Boarding Pass distribution to the airport check-in counter or departure gate podium.
- ii Invalid Boarding Passes. A Boarding Pass that has been altered or improperly issued is not valid and will not be accepted by ExpressJet. If it is determined that the Boarding Pass was intentionally altered, ExpressJet may cancel all associated Reservations without refund or credit.
- iii Transferability. Boarding Passes are nontransferable unless explicitly stated on the Boarding Pass. ExpressJet is not liable to the holder of a Boarding Pass for use of such Boarding Pass when presented by a person other than the person to whom it was issued. If a Boarding Pass is used by a person other than the person to whom it was issued, ExpressJet shall not be liable for the loss, destruction, damage or delay of such unauthorized person's Baggage or other personal property or the death or injury of such

unauthorized person arising from or in connection with such unauthorized use.

- iv Standby Travel. Standby Passengers will receive a seat assignment at the flight's departure gate. Standby Passenger means a Passenger who will be boarded on a flight subject to availability of seats at departure time and only after all Passengers with confirmed Reservations have boarded that flight.

B Check-in Requirements

- i Passenger Responsibility. It is the Passenger's responsibility to arrive at the departure airport with adequate time (a minimum of 90 minutes is recommended for domestic travel and 120 minutes for international travel) to allow for check-in and security screening. Each Passenger should be present for boarding in the flight's departure gate area at least thirty (30) minutes before the scheduled departure time. Passengers who are not at the gate and ready for boarding at least fifteen (15) minutes before departure may forfeit their seat assignments and may also be subject to cancellation of the Passenger's Reservation for that flight and forfeiture of associated charges without notice at ExpressJet's sole discretion.
- ii Early Departure. ExpressJet reserves the right, in its sole discretion, to depart early, typically, when all Passengers who have checked-in for the flight are on board the aircraft or for operational or safety reasons. The scheduled departure and arrival times as published for the flight will not be changed or otherwise affected if ExpressJet departs early. It is the Passenger's responsibility to arrive at the departure airport with adequate time to allow for check-in requirements and security screening.
- iii In the event of a delay, ExpressJet recommends Passengers remain in the gate area for updates and possible early departure. ExpressJet shall not be liable to any Passenger who misses a flight which departed earlier than the estimated departure time posted for the delay.

7 Acceptance of Passengers

By purchasing a Reservation and accepting Carriage under this Contract of Carriage, the Passenger agrees to adhere to and comply with all the requirements of this section. Transportation offered by ExpressJet or Affiliate under this Contract of Carriage, is subject to the Passenger's compliance with these obligations, and a Passenger's failure to comply shall constitute a material breach of this Contract of Carriage.

A Refusal to Transport - General

ExpressJet may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Passenger in any of the circumstances listed below. The fare of any Passenger denied transportation or removed from ExpressJet's aircraft enroute under the provisions of this Section will be

considered a Refundable fare in accordance with Section 5. The sole recourse of any Passenger refused transportation or removed enroute under this Section will be the recovery of the value of the unused portion of his/her Reservation. Every attempt will be made to remove from the aircraft the Baggage of the Passenger being removed; if that is not possible, ExpressJet will notify the Passenger when the Baggage has been returned to their local airport and is available for pick-up. Under no circumstances shall ExpressJet be liable to such Passenger for any special, incidental or consequential damages.

- i Safety. Whenever such action is necessary, with or without notice, for reasons of aviation safety.
- ii Force Majeure Event. Whenever advisable due to a Force Majeure Event.
- iii Government Request or Regulation. Whenever such action is necessary to comply with any FAA regulation or other applicable government law or regulation, or to comply with any governmental order or request.
- iv Incompatible Medical Requirements. ExpressJet will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on ExpressJet's aircraft: medical oxygen for use on board the aircraft (other than FAA-approved Portable Oxygen Concentrators), incubators, medical devices (respirators, ventilators, CPAP machines or Portable Oxygen Concentrators) requiring electrical power from the aircraft or travel on a stretcher.
- v Prisoners. ExpressJet will not transport prisoners in the custody of law enforcement under any circumstances with or without restraints.
- vi Comfort and Safety. ExpressJet may refuse to transport, or remove from the aircraft at any point prior to departure or following an arrival, any Passenger in any of the circumstances listed below as may be necessary for the comfort or safety of such Passengers or other Passengers and ExpressJet crew:
 - a Passengers who are unable to occupy one seat with the seatbelt fastened (including one extender, if required) without encroaching on an adjacent seat and/or are unable to sit in a single seat with both armrests lowered. The Passenger can purchase a Reservation for an additional seat.
 - b Passengers who have an offensive odor, unless caused by a disability.
 - c Passengers not in compliance with ExpressJet health standards, including Passengers who have a communicable disease or infection that ExpressJet determines is a condition that poses a direct threat to ExpressJet crew or other Passengers during the normal course of flight, and Passengers whose medical condition is such that there is reasonable doubt that the Passenger can complete the flight safely

- without requiring extraordinary medical assistance during the flight and do not have a physician's written permission to fly.
- d Passengers who are barefoot and older than five years of age, unless required due to a disability.
 - e Passengers whose conduct or attire creates an unreasonable risk of offense or annoyance to other Passengers.
 - f Any person who cannot be transported safely for any reason.

B Refusal to Transport - Unruly/Disruptive Passenger

ExpressJet may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Passenger in any of the circumstances described below. A Passenger who is so refused or removed is without further recourse to Passenger for any damages claimed by Passenger, including the value of any unused portion of his/her Reservation, and may be liable to Passenger for costs and damages as set forth in this Section.

- i Behavior. The Passenger, at all times, agrees to conduct himself or herself in a manner that is not disruptive, unruly or in contravention of any laws of any state which has jurisdiction over the aircraft. Conduct is considered to be disruptive or unruly when a Passenger fails to adhere to orderly rules of conduct while boarding or being carried on board ExpressJet's aircraft or fails to follow the instructions of any crewmember and thereby disturbs the good order and discipline on board the aircraft. Disruptive or unruly conduct includes, but is not limited to:
 - a Interfering in any way with or disrupting the operation of the aircraft or any of its components or parts;
 - b Interfering in any way with or disrupting a crewmember, including, but not limited to failing to cooperate or interfering with the crewmember's duties, refusing to follow instructions to board or leave the aircraft, using portable electronic devices in contravention of instructions from the crewmember;
 - c Refusing to comply with safety instructions (e.g., instructions to fasten a seat belt, not to smoke, turn off a portable electronic device or disrupting a safety announcement);
 - d Verbal confrontation with crewmembers or other Passengers;
 - e Physical assault or confrontation with crewmembers or other Passengers;
 - f Refusing to permit the search of their person or property by ExpressJet or its Agents, crewmembers or an authorized government agency for explosives, hazardous materials, contraband, or concealed, deadly or dangerous weapons or articles;
 - g Refusing to produce identification acceptable to ExpressJet upon request;
 - h Making an intentional misrepresentation in response to a question or inquiry by ExpressJet or crewmembers, or otherwise attempting to commit, or committing, a fraudulent act against ExpressJet;
 - i Making threats against the safety of crewmembers, Passengers and aircraft (includes all types of threats, whether directed against a person, e.g., threat to injure someone, or intended to cause confusion

- and chaos, such as statements referring to a bomb threat, or simply any threatening behavior that could affect the safety of the crewmembers, Passengers and aircraft);
- j Boarding or attempting to board an aircraft when the Passenger has an infectious disease or infection that poses a direct threat (as defined in 14 CFR § 382.3) to the health or safety of Passengers and/or crewmembers;
 - k Boarding or attempting to board an aircraft wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons other than in compliance with the qualifications and conditions established in 49 CFR § 1544.219;
 - l Being or appearing to be intoxicated or under the influence of drugs or alcohol;
 - m Engaging in, or threatening, sexual abuse or harassment;
 - n Engaging in lewd, obscene, or patently offensive behavior, including wearing clothes that are lewd, obscene, or patently offensive;
 - o Refusing to comply with instructions given by ExpressJet or crewmembers prohibiting the solicitation of items for sale or purchase, including airline Reservations, reduced-rate travel passes or travel award certificates;
 - p Smoking or attempting to smoke on board the aircraft;
 - q Any type of harassment related to race, color, gender, religion, national origin, disability, age, ethnicity or sexual orientation;
 - r Passengers who are unwilling to follow the ExpressJet policy that prohibits voice calls after the aircraft doors have closed, while taxiing in preparation for takeoff or while airborne;
- ii Passengers whose physical or mental condition is such that, in ExpressJet's sole opinion, they are rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of a safety assistant;
 - a Passengers who refuse to wear a mask or face covering while at the airport and/or on board ExpressJet flights if ExpressJet believes in its sole discretion, that a failure to wear such a mask or facial covering may pose a risk to the health or safety of others;
 - b Passengers who, through and because of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit to attend to the disturbance; and

- c Other types of riotous, disorderly, offensive, threatening, intimidating, violent or belligerent behavior (e.g., screaming; annoying behavior; kicking and/or banging seat backs/tray tables).
- iii ExpressJet Action. If ExpressJet determines, in its sole discretion, that a Passenger has failed or is failing to comply with any of the requirements of this Section, ExpressJet may take one or more of the following actions that it considers necessary to prevent the continued disruptive or unruly conduct, protect Passengers and/or crewmembers, and/or protect the good order, safety, and discipline on board the aircraft.
 - a Physical restraint of that Passenger
 - b Diversion of the aircraft
 - c Removal of that Passenger from the aircraft and termination of Carriage of that Passenger
 - d Refusal to carry that Passenger on future flights, including on future Reservations the Passenger may already have purchased or may purchase at a later date
 - e Reporting of that Passenger to law enforcement authorities, the FAA, and/or TSA.

iv Exoneration of Liability

A Passenger is without recourse against ExpressJet for any actions described in Section 7. In any action for damages, however founded, if ExpressJet proves that the loss or damage was caused or contributed to by the disruptive or unruly conduct of the Passenger claiming compensation, ExpressJet shall be exonerated from liability to the extent the conduct caused or contributed to the damage. When the loss or damage is claimed by a person other than that Passenger, ExpressJet, to the extent permitted by applicable law, shall likewise be exonerated from its liability to the extent it proves that the damage was caused or contributed to by the unruly or disruptive conduct of that ExpressJet.

In the case of damage occasioned by delay, ExpressJet shall not be liable if it proves that the delay was caused by the disruptive or unruly conduct of that Passenger; or partly by that Passenger's unruly or disruptive conduct, or that it was impossible for it or them to take such measures.

v ExpressJet's Right of Recourse Against that Passenger

Passenger agrees that he or she shall be liable, upon demand by ExpressJet, for all ExpressJet's costs and damages incurred because of that Passenger's disruptive or unruly conduct within the meaning of this Section 7 including, but not limited to:

- a Repair or replacement of property, including Baggage, that was damaged or destroyed by the disruptive or unruly conduct of that Passenger or that resulted from efforts to subdue, restrain or remove that disruptive or unruly Passenger;
- b Any damage, including death or bodily injury, of any Passenger or crewmember caused or contributed to by the disruptive or unruly conduct of that Passenger;
- c Compensation for delay to Passenger, crewmembers and ExpressJet caused by the disruptive or unruly conduct of that Passenger; and
- d The costs incurred by ExpressJet attributable to any diversion or delay or other interference with the operation of the aircraft due to the disruptive or unruly conduct of that Passenger, including landing and parking fees, fuel purchases and payments for food and lodging made available to Passengers because of the diversion.

ExpressJet expressly preserves, any other right of recourse or remedy it may have under applicable law against any Passenger engaged in disruptive or unruly conduct, including without limitation, all rights of contribution and indemnity.

C Carriage of Children

i Accompanied Minor Children

- a ExpressJet will not provide transportation services to any infant younger than 7 days of age, unless a written statement is provided by an attending physician approving such infant for air travel.
- b Infants must be accompanied by a Passenger 15 years of age or older.
- c ExpressJet does not accept Reservations for Carriage of unaccompanied minor children who are 14 years of age or younger.
- d ExpressJet encourages passengers traveling with infants under the age of two (2) to purchase a seat for the infant and secure him/her in an FAA-approved child restraint device (see below). Each paying passenger may, however, carry on his/her lap infant over the age of seven (7) days and under the age of two (2) years. Once a child reaches his/her second birthday, they are no longer permitted to travel on a lap and a seat must be purchased for him/her. ExpressJet reserves the right to request proof of age. Please be prepared to provide documentation such as a birth certificate or passport upon request.

ii Child Restraint Devices. ExpressJet permits only FAA-approved child restraint devices for use aboard ExpressJet's aircraft that conform to the following guidelines:

- a Car seats manufactured on or after February 26, 1985 must bear two labels, (1) "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES

- AND AIRCRAFT”, in red lettering; and (2) “THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS,” this second statement need not be in red lettering.
- b Car seats manufactured between 1981 and 1985 must state “THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS.”
 - c FAA-approved CARES Child Restraint System must state “FAA APPROVED IN ACCORDANCE WITH 14 CFR PART 21.305(D) APPROVED FOR AIRCRAFT USE ONLY.”
 - d Booster type seats, vest and harness type child restraint systems, lap held child restraints or seats manufactured before 1981 are not acceptable for use.
 - e Child restraint systems may not be placed in an exit row or in the row immediately forward or aft of an exit row. A window passenger seat is the preferred location; however, other locations may be acceptable provided seats next to the child are occupied by safety assistants responsible for the child.
 - f 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.

D Carriage of Qualified Individuals with Disabilities

- i ExpressJet will transport Qualified Individuals with a Disability in accordance with the requirements of the applicable DOT regulations, 14 CFR Part 382, unless the Carriage of such individuals may impair the safety of the flight or violate FAA regulations. Pursuant to 14 CFR § 382.113, ExpressJet will not provide certain extensive inflight special services such as assistance in eating, assistance with elimination functions in the lavatory or at the Passenger’s seat, or provision of medical services. ExpressJet may require, at its sole discretion, pursuant to 14 CFR § 382.29, that a Qualified Individual with a Disability be accompanied by a safety assistant as a condition of being provided air transportation in the following circumstances:
 - a When the Passenger is unable to comprehend or respond appropriately to safety instructions from ExpressJet, including the safety briefing required by 14 CFR §§ 121.571(a)(3) and (a)(4) because of a mental disability;
 - b When the Passenger has a mobility impairment so severe that the Passenger is unable to physically assist in his or her own emergency evacuation of the aircraft; or

- c When the Passenger has both severe hearing and severe vision impairments that prevent the Passenger from establishing a means of communication with ExpressJet to permit transmission of the safety briefing required by 14 CFR §§ 121.571 (a)(3) and (a)(4).

If ExpressJet determines, in its sole discretion, that an individual meeting the criteria above must travel with a safety assistant and the individual disagrees and believes he/she can travel independently, ExpressJet will not charge the individual for carriage of a safety assistant. If a seat is not available for the safety assistant and the individual with a disability is unable to travel on the flight, the individual will be eligible for denied boarding compensation under 14 CFR Part 250 of the DOT regulations, to the extent Part 250 applies. For purposes of determining whether a seat is available, the safety assistant shall be deemed to have checked in at the same time as the individual with the disability.

- ii Assistive Devices. Mobility and other assistive devices used by a Qualified Individual with a Disability may be carried in the aircraft cabin at no charge in addition to the Carry-on Item allowance. If necessary due to the Passenger's disability, ExpressJet will provide assistance in loading, stowing, and retrieving Personal Items and Carry-on Items, including assistive devices. If the device cannot be carried in the aircraft cabin in accordance with FAA regulations, the device will be checked and carried free of charge. Assistive devices not for the personal use of the Passenger will be accepted subject to a limited release of liability and may be subject to oversized or overweight charges as described in Section 10.

- iii Service Animals

- a ExpressJet welcomes fully trained Service Animals used by a Qualified Individual with a Disability, as those terms are defined in this Contract of Carriage, to accompany the Passenger on board the aircraft at no charge. Only dogs are accepted as trained service animals.
- b A Qualified Individual with a Disability must remit a completed hardcopy or electronic version of the "U.S. Department of Transportation Service Animal Air Transportation Form" as a condition of transportation with a Service Animal.
- c ExpressJet will permit up to two (2) Service Animals to accompany a Qualified Individual with a Disability, provided each animal is needed to do work or perform tasks for the benefit of that individual.
- d Service Animals are required to fit within their handler's foot space on the aircraft. If a Service Animal cannot be accommodated at the seat of the Qualified Individual with a Disability, ExpressJet shall offer the Passenger the opportunity to move with the animal to a seat location where the animal can be accommodated. Service Animals may not occupy a seat.

- e Qualified Individuals with a Disability traveling with a Service Animal may not sit in any seat where the Service Animal would obstruct an aisle or any seat that must remain unobstructed to facilitate an emergency evacuation.
 - f Service Animals in training will not be accepted by ExpressJet for transport.
 - g A Service Animal must be trained to behave properly in a public setting and be always under the control of the handler. ExpressJet retains the right, in its sole discretion, to refuse to transport a Service Animal exhibiting or known to have exhibited disruptive behavior or any other characteristics that appear incompatible with air travel.
 - h Local laws and regulations at the destination of a Qualified Individual with a Disability may apply and impose further requirements or restrictions. Qualified Individuals with a Disability assume full responsibility for compliance with all governmental laws and regulations, including but not limited to, health certificates, permits and vaccinations required by the country, state, or territory from and/or to which the Service Animal is being transported. ExpressJet is not liable for any assistance or information provided by ExpressJet or any crewmember or agent thereof to any Qualified Individual with a Disability relating to compliance with such laws and regulations. Subject to applicable laws and regulations, a Qualified Individual with a Disability is solely responsible for any expenses incurred or any consequences resulting from his or her failure to comply with applicable laws and regulations. ExpressJet expressly reserves the right to seek reimbursement from a Qualified Individual with a Disability for any loss, damage, or expense suffered or incurred by ExpressJet resulting from such Qualified Individual with a Disability's failure to comply with applicable laws and regulations.
 - i Any animal not qualifying as a Service Animal will be treated by ExpressJet as a Pet Allowed in the Cabin. See Section 7.E.
- iv Limitation of Liability. ExpressJet's liability with respect to damage to or loss of mobility and other assistive devices shall not exceed the documented original purchase price of the assistive device pursuant to 14 CFR § 382.131. ExpressJet will also compensate the Passenger for other reasonable expenses incurred as a direct result of the loss of, damage to or delayed delivery of the mobility or assistive device.

A Pets Allowed in the Cabin

- v For the fee outlined in the applicable Attachment, ExpressJet accepts small vaccinated domestic cats and dogs only. Pets must be at least eight weeks old, contained in a pet carrier and traveling with a Passenger. One pet carrier is allowed per Passenger and may contain one pet. ExpressJet reserves the right to limit the number of pet carriers per flight to two (2), and pets will be accepted on a first-come, first-served basis. Pet fees are

nonrefundable to the original form of payment unless the flight is cancelled under Section 11.A.i.

- vi **Pet Carriers.** All pets in the cabin must be carried in an appropriate pet carrier and remain in the pet carrier at all times (including head and tail) while in the gate area, during boarding/deplaning and while on board the aircraft. If a pet is removed from its pet carrier on board, the accompanying Passenger may be regarded as a disruptive (see Section 7.B). The pet carrier must be leakproof and well-ventilated, and the pet(s) must be able to stand up and move around the pet carrier with ease. The pet carrier must be of a size small enough to fit under the seat in front of the Passenger and must remain stowed under the seat in front of the Passenger during the entire duration of the flight. Passengers traveling with a pet may not occupy an exit row seat or a seat with no forward under-seat stowage. ExpressJet allows hard-sided carriers no larger than 14"L x 9"W x 9.5"H (35 cm x 22 cm x 24 cm) or soft containers that fit in the same space.
- vii All occupied pet carriers are subject to the applicable pet fee. Pet reservations can be booked by calling ExpressJet, or Affiliate, at the telephone number listed in the applicable Attachment. Passengers traveling with a pet must check the pet in at the airport check-in counter and pay the pet fee before proceeding to the departure gate.
- viii **Pets Incompatible with Air Travel.** ExpressJet retains the right, at its sole discretion, to refuse to transport any pet that exhibits aggressive behavior or any other characteristics at the airport, in the boarding gate area, or on board the aircraft that appear to ExpressJet to be incompatible with air travel. The pet(s) must be healthy, harmless, inoffensive, and odorless and require no attention during the flight. If the pet becomes ill during the flight, oxygen or other first aid procedures will not be administered. In the event of an emergency, an oxygen mask will not be available for the pet. ExpressJet assumes no liability for the health or well-being of pets allowed in the cabin.
- ix ExpressJet does not transport pets in the aircraft cargo compartment.
- x In accordance with Section 3, purchase of an additional seat may be required, at ExpressJet's discretion, to accommodate the pet of a Passenger with unique seating needs.

E Law Enforcement and Search and Rescue Dogs. ExpressJet will not carry Law Enforcement and Search and Rescue Dogs except under the terms of Section 7.E. ExpressJet will not transport law enforcement or search and rescue dogs in the aircraft cargo compartments.

F Pregnant Passengers. ExpressJet does not impose restrictions on flying if you are pregnant and does not require a medical certificate for you to travel. If you are traveling after your eighth month of pregnancy, ExpressJet strongly recommends that you check with your doctor to ensure travel is not restricted, taking into consideration the possibility of turbulence, cabin pressurization,

significantly increased risk of deep vein thrombosis associated with pregnancy and lack of ready access to medical care. By traveling with ExpressJet, pregnant women acknowledge and accept these risks.

- G Allergies (Peanut, Pet, or Chemical).** ExpressJet cannot guarantee an allergen free environment aboard our aircraft. Items are not removed from aircraft to accommodate a Passenger's allergy to a particular food, substance, or chemical. A variety of snacks are served on board many flights, including products that may contain peanuts or other nuts and ExpressJet does not attempt to prevent other Passengers from bringing similar snacks with them. A "peanut-free" or "chemical-free" environment cannot be provided to Passengers on board the aircraft. Passengers are advised to consult a healthcare professional regarding the risks of onboard exposure to any allergen.

8 Carry-on & Gate-Check Items

ExpressJet, in its sole discretion, will determine whether any Baggage, because of its weight, size, contents or character, may be carried in the aircraft cabin. All Carry-on Items must be safely stowed underneath a seat or in an overhead bin. Baggage not qualifying as a Personal Item must be checked, at the check-in counter or the gate, for a fee.

- A Permitted Items.** Passengers are permitted the following at the aircraft:
- i One free Personal Item not larger than 14"L x 9"W x 9.5"H (35 cm x 22 cm x 24 cm) that must be capable of safely stowing under a seat. Examples of Personal Items include a purse, briefcase, laptop computer case, small backpack or small camera case.
 - ii One Gate-Check Bag will incur a fee (which will have been pre-paid, authorized by the customer to be collected from the credit card on file, or paid at the gate) and will be collected by the gate ramp agent planeside and placed in the cargo compartment. The Gate-Check Bag must be smaller than 22"L x 14"W x 9"H (56 cm x 35 cm x 22 cm) and weigh not more than 30 pounds (13 kilograms). Examples of a Gate-Check Bag include a roller bag, garment bag, large backpack, tote bag.
 - iii Carry-on Items are the sole responsibility of the Passenger.
- B Manual wheelchairs, mobility aids and other** assistive devices used by a Qualified Individual with a Disability, and other medical assistance items (e.g., breast pumps, breast milk) may be carried in the aircraft cabin in addition to the Carry-on Item allowance when they can be stowed in accordance with FAA regulations. Manual wheelchairs that cannot be stored in the cabin will be stored in the cargo compartment.
- C Outerwear.** In addition to the Personal Item allowance provided herein, a coat, jacket, wrap or similar outer garment may be carried on board the aircraft.

D Instruments and Equipment. The following conditions apply to acceptance for carriage in the cabin of large musical instruments and electronic, computer, audio/video, or other equipment and parts thereof, the size or shape of which prevents such instruments or equipment from being handled as a normal Personal Item

- i The instrument or equipment must be contained in a case or covered to avoid injury to other Passengers.
- ii A Reservation must be made for the instrument or equipment at a charge equal to the lowest available fare at the time the reservation is purchased.
- iii The instrument or equipment must be stowed in accordance with FAA requirements for carriage of Carry-on Items.

ExpressJet, at its sole discretion, will not transport Personal Items that it determines may be harmful or dangerous to Passengers, crewmembers or the aircraft.

ExpressJet at its sole discretion, may accept a Personal Item of unusual dimensions (e.g., document tube, fishing rod, tennis racket, wedding attire, etc.) so long as it safely fits in an overhead bin or cabin closet and the applicable Carry-on Bag fee, if any, is paid (see Attachments)

Passenger's Personal Item must be capable of being carried on board the aircraft by one Passenger without additional assistance unless the Passenger requires assistance due to a disability.

E Use of Portable Electronic Devices (PEDs)

- i Small authorized PEDs are devices under two pounds and are of a size that can easily be placed in a seat pocket (if available) along with the other materials that are normally found in the seat pocket (safety information card, menu or airsickness bag). They include devices like tablets, readers, and mobile phones and may be used during all phases of flight when in airplane mode including taxi, takeoff and landing. However, if using them during taxi, takeoff and landing, Passengers must secure these devices by holding them, putting them in a pocket or holster or placing them in a Personal Item.
- ii Large authorized PEDs are devices two pounds or more such as full-size laptops. They must be turned off and stowed during taxi, takeoff and landing. Passengers may stow them under the seat in front of them or in the overhead bin. These devices may be used above 10,000 feet when authorized by a flight crewmember announcement.

F Sizing boxes or charts are located at ExpressJet's check-in counters and departure gates. ExpressJet reserves the right to further restrict Carry-on Items.

9 Checked Baggage

A Checked Bag - General

- i Checked Bags. ExpressJet, in its sole discretion, will accept personal property of the Passenger as Checked Bags subject to payment of the applicable fee(s) as determined by ExpressJet or its Affiliates and the following conditions:
- ii ExpressJet will accept Checked Bags for transportation only on a flight on which the Passenger is transported.
- iii ExpressJet will only accept Baggage for transportation if it and its contents can withstand ordinary handling, and if its weight, size and character render it suitable for transportation on the aircraft on which it is to be carried, unless the Passenger agrees to assume the risk of checking the Baggage and ExpressJet accepts the Baggage subject to a limited release of liability, as outlined in Section 10.C.
- iv Each Checked Bag tendered to ExpressJet must have a current identification tag or label with the Passenger's name, address and telephone number.
- v A standard Checked Bag can weigh up to 50 pounds (22 kilograms) and measure up to 62 inches (157 cm) in Maximum Outside Linear Dimensions. Any checked baggage that exceeds these limits will be subject to additional excess baggage charges.
- vi Snow ski equipment (including one pair of skis or one snowboard, one set of poles, and one pair of ski/snowboard boots) encased in a container acceptable to ExpressJet will be accepted as normal check bag - subject to overweight charges but not subject to oversize charges.
- vii Golf bag (including clubs, balls and shoes) in a hard-sided golf bag carrying case provided by Passenger capable of withstanding normal baggage handling without sustaining damage to the contents. Hooded golf bags or golf bags in a soft-sided carrying case provided by the Passenger will be accepted as a normal check bag - subject to overweight charges but not subject to oversize charges.
- viii ExpressJet will not accept Baggage that, because of its nature, contents, or characteristics (e.g., sharp objects, paint, corrosives, or other prohibited hazardous materials), might cause injury to Passengers, crewmembers or third parties, damage to aircraft or other equipment or damage to other Baggage.
- ix ExpressJet will not accept Checked Bags that it determines cannot safely be carried in the baggage compartment of the aircraft for any reason.

B Checking of Baggage

- i ExpressJet will not accept or hold Baggage from a Passenger on the day of travel at ExpressJet's airport check-in counter if tendered to ExpressJet earlier than two (2) hours before the flight's scheduled departure time.
- ii Checked Bags must be checked at ExpressJet's airport check-in at least forty-five (45) minutes prior to the flight's scheduled departure time.
- iii Checked Bags checked in less than 45 minutes prior to a flight's scheduled departure time are subject to Section 10.C.ii.

C Checked Bag Allowances

- i **Military Baggage Allowance.** Passengers in the military traveling on active duty or permanent change of station orders may check two (2) Checked Bags for free, and not be subject to excess, oversize, or overweight Baggage charges, if they otherwise conform to Section 9.A.i.
- ii **Travel Equipment for Infants and Small Children.** One stroller and one Child Restraint Device per Passenger will be accepted subject to a limited release of liability, as outlined in Section 10.C. ExpressJet will accept such items without charge, and they will not count toward a Passenger's Checked Bag allowance.
- iii **Firearms.** ExpressJet will not accept assembled firearms or ammunition for transportation, except as provided below and subject to the size and weight specifications contained below and in Section 8.
 - a **Firearms** (e.g., sport rifles, shotguns, and handguns) may be transported as Checked Bags, so long as they are unloaded and encased in a hard sided, locked container acceptable to ExpressJet for withstanding normal Baggage handling without sustaining damage to the firearm, with the Passenger retaining possession of the key or combination to the container lock. Locking, hard-sided Baggage will not be considered an acceptable container. Firearms may not be packed loose inside a Checked Bag.
 - b **Ammunition.** Small arms ammunition intended for sport or hunting will be accepted only if carried within sturdy Checked Bags and, in the manufacturer's, original container or an equivalent fiber, wood, or metal container specifically designed to carry ammunition and providing for sufficient cartridge separation. Magazines and clips containing ammunition must be securely packaged to protect the cartridge primers. ExpressJet will accept ammunition weighing no more than 11 total pounds (5 kilograms) per Passenger.
 - c **Gun Boxes.** Gun boxes designed to hold no more than two sporting rifles, two shotguns or two handguns are subject to excess, oversize and overweight charges, if applicable. See Attachments for details.
 - d **A Firearm** will be accepted only from a customer who is 18 years of age or older

- e Baggage containing firearms will not be accepted knowingly for transportation at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the inside of the case declaring that the firearm is not loaded.
- iv Sporting Equipment. Any of the items listed below may be checked, and applicable excess, oversize and/or overweight fees apply. The items listed below shall be acceptable as Checked Bags upon the Passenger's compliance with the special packing requirements and payment of the applicable Baggage fees as outlined in the Attachments, www.expressjet.com, or the websites of our Affiliates. ExpressJet reserves the right to refuse transportation of these items due to safety and/or operational limitations.
 - a Archery equipment, including a bow, arrows and target, provided these are encased in a container acceptable to ExpressJet for withstanding normal Baggage handling without sustaining damage to the equipment.
 - b Baseball/Softball equipment, including one bag.
 - c Bicycles (defined as non-motorized and having a single seat) properly packed in a hard-sided bicycle box that fall within the dimensions and weight limits established for normal Checked Bags. Pedals and handlebars must be removed and packaged in protective materials so as not to be damaged by or cause damage to other Baggage. Bicycles packaged in cardboard or soft-sided cases will be accepted subject to a limited release of liability, as outlined in Section 10.C.
 - d Boogie-board, kneeboard or wakeboard encased in appropriate board bags or suitable containers.
 - e Bowling bag.
 - f Camping equipment, including tents, backpacks and sleeping bags. Lanterns, stoves, flares and heating equipment that use liquid fuel, propane, butane, or similar fuels will not be accepted.
 - g Fishing tackle box and fishing equipment, so long as the equipment is encased in a container suitable to ExpressJet for withstanding normal Baggage handling without sustaining damage to the contents.
 - h Fencing and kendo equipment securely encased in a container acceptable to ExpressJet.
 - i Hockey and/or lacrosse stick(s), up to two taped together, and one equipment bag.
 - j Javelins and pole-vaulting equipment encased in a hard-sided container

- k Pool cues encased in a container acceptable to ExpressJet.
- l SCUBA equipment and all accompanying equipment encased together in a container acceptable to ExpressJet. Air tanks must be empty and must have the regulator valve completely disconnected from the tank. The tank must not be sealed and must have an opening to allow for a visual inspection by the TSA Security Screener.
- m Skating equipment, including ice skates, roller skates, roller blades and skateboards are acceptable as long as the equipment is non-powered.
- n Surfing equipment including surfboards, kiteboards, paddleboards, wave skis and wind surfing equipment, so long as the equipment is well padded and encased in appropriate board bags or suitable containers. Any skegs or fins should be removed or be well-padded.
- o Water ski equipment encased in a container acceptable to ExpressJet.
- v Musical Instruments. Musical instruments may be checked subject to a limited release of liability, as outlined in Section 10.C. If the musical instrument exceeds 50 pounds (22.7 kilograms) (including case or covering) in weight or 62 linear inches (157 cm) in size (outside length plus height plus width, including case or covering), an additional charge may apply in accordance with Section 10.A.
- vi Dry Ice (frozen carbon dioxide). Dry ice may be carried under the following conditions:
 - a Dry Ice when less than 2.5 kgs (5.5 lbs) per package and does not bear a class 9 label.
 - b The cooler or package must allow the release of carbon dioxide gas and state "Dry Ice" or "Carbon Dioxide Solid" and specify the net weight of the dry ice material.
 - c Styrofoam containers are not accepted. We encourage the use of gel packs or similar products as an alternative to dry ice.
- vii The U.S. Transportation Security Administration website maintains a list of items that Passengers are not permitted to carry in Baggage. See www.tsa.gov for a complete list. Baggage containing any items on that list will not be accepted.

D Surveillance and Inspection of Checked Baggage. All Baggage tendered to ExpressJet for transportation is subject to surveillance and inspection by electronic and/or physical means with or without the ExpressJet's consent or knowledge by ExpressJet and/or authorized government agencies.

10 Other Baggage Situations

A Excess, Oversize and Overweight Baggage Charges

- i Excess Baggage, Oversize Baggage and Overweight Baggage may be accepted as Checked Bags for supplementary charges per item per flight. For additional information, see Attachments
- ii Excess, Oversize and/or Overweight Baggage Embargos. Excess, Oversize and/or Overweight Baggage may not be accepted on flights to/from certain cities on certain specified dates. For additional information, see Attachments.
- iii Prohibited Baggage. Baggage more than 80 inches (Maximum Outside Linear Dimensions or 203 cm) and/or Baggage weighing more than 70 pounds (31 kilograms) will not be accepted for Carriage, except for wheelchairs, mobility or other assistive devices. ExpressJet may, at its sole discretion, accept musical instruments or sports equipment that exceeds these limits.

B Unsuitable Baggage Subject to Limited Release of Liability.

ExpressJet may, at its sole discretion, but is not obligated to, accept Baggage unsuitable for Carriage as Checked Baggage, subject to a Limited Release of Liability, as provided below:

- i Voluntary separation for which ExpressJet is not liable for delay;
- ii Fragile and unsuitably packed items for which ExpressJet is not liable for damage or loss of contents;
- iii Previously damaged items for which ExpressJet is not liable for damage or loss of contents;
- iv Inadequately packaged or over-packed items for which ExpressJet is not liable for damage or loss of contents;
- v Perishable items for which ExpressJet is not liable for spoilage, damage or delay;
- vi Soft-sided cases or unprotected/unpacked items, for which ExpressJet is not liable for damage or loss of contents;
- vii High-Value Items described in Section D.iv. below, for which ExpressJet is not liable for loss, damage or delay;
- viii Late-tendered Baggage for which ExpressJet is not liable for delay; and
- ix Items where specific requirements under this Section are not met, for which ExpressJet is not liable for loss, damage, or delay.

Passenger's tender of unsuitable Baggage for check-in constitutes Passenger's agreement to the Limited Release of Liability specified in this paragraph. ExpressJet, in its sole discretion, may require Passenger to sign a Limited Release of Liability form, but failure by ExpressJet or its Agent to obtain Passenger's signature does not constitute a waiver by ExpressJet of the Limitations of Liability described below.

C Limitations of Liability

- i General. For all domestic flights, ExpressJet's liability, if any, for loss of, damage to, or delay in the delivery of Checked Bags and/or its contents, except for wheelchairs, mobility aids, and assistive devices used by a Qualified Individual with a Disability, is limited to the proven amount of damage or loss, but in no event shall be greater than \$3,800 per Passenger pursuant to 14 CFR § 254.4.
 - a ExpressJet will compensate the Passenger for reasonable, documented damages incurred as a direct or consequential result of the loss of, damage to, or delayed delivery of such Baggage up to the above limit of liability, provided the Passenger has exercised reasonable efforts and good judgment to minimize the amount of damage. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less depreciation for prior usage.
 - b ExpressJet is not liable for claims of missing or damaged articles if a Passenger's Checked Bag is not damaged, delayed or lost.
 - c Baggage Delivery. ExpressJet will pay the delivery charges to return a delayed Checked Bag to a Passenger only so long as such Checked Bag(s) was tendered to ExpressJet by the Passenger at least forty-five (45) minutes prior to the flight's scheduled departure time. If a Passenger's Checked Bag(s) is tendered to ExpressJet less than 45 minutes prior to the flight's scheduled departure time, ExpressJet will make reasonable efforts, but cannot guarantee, to transport such Checked Bag on the Passenger's flight. ExpressJet will not assume responsibility for delivery charges if such Checked Bag arrives at the Passenger's destination on a subsequent flight or for non-revenue Passengers.
 - d Personal Property Carried On-Board Aircraft. ExpressJet assumes no responsibility and is not liable for loss of or damage to personal property carried on board an aircraft by a Passenger.
 - e High-Value Items Unsuitable for Checked Baggage. ExpressJet assumes no responsibility for and will is not 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 instruments; 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 Personal Items, Carry-on Bags or Checked Bags. For the Passenger's protection, these items should not be transported in Checked Bags.

- f Normal Wear and Defects. ExpressJet is not liable for loss or damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks and dirt on Checked Bags. Furthermore, ExpressJet is not liable for defects in Baggage manufacture.
- g Previously Damaged Items. ExpressJet is not liable for further damage to previously damaged items. ExpressJet may, but is not obligated to, accept previously damaged items subject to a limited release of liability, as outlined in in Section 10.B.
- h Claims. In the case of loss of, damage to or substantial delay in delivery of Checked Bag(s), a claim will not be entertained by ExpressJet unless the following steps are completed by Passenger:
 - In all cases, Passengers must notify ExpressJet of the claim and receive a Baggage report number not later than four (4) hours after either:
 - arrival of the flight on which the loss, damage or delay is alleged to have occurred, or
 - receipt of the Baggage, whichever is applicable; and
 - Passengers must subsequently complete an ExpressJet or Affiliate Baggage Claim Form, available as outlined in the applicable Attachment, and submit electronically.

ExpressJet will document the Passenger's Reservation and attempt to locate and return the bag as soon as possible. If the item has not been located after ten (10) business days, Express will begin reimbursement processes. Claims should be processed within fifteen (15) business days.

11 Service Interruptions

A Failure to Operate as Scheduled

- i Canceled Flights or Irregular Operations. In the event ExpressJet cancels or fails to operate any flight according to published schedule, or changes the schedule of any flight, ExpressJet will, at the request of a Passenger with a Reservation on such flight, take one of the following actions:
 - a Transport the Passenger at no additional charge on the next ExpressJet flight on which a seat is available to the Passenger's original destination, in accordance with ExpressJet's reaccommodation practices; or
 - b Refund the unused portion of the Passenger's fare in accordance with Section 5; or

- c Offer the Passenger, at ExpressJet's sole discretion, alternative means of getting to the Passenger's destination.
- ii Diverted Flights. In the event ExpressJet diverts a flight, ExpressJet, at its sole discretion, will take reasonable steps to transport the Passenger to his/her final destination and/or to provide reasonable accommodation at the diversion city, if available. If it is not reasonably possible for ExpressJet to provide onward transportation from the diversion city, ExpressJet will cancel the flight and provide each Passenger a refund of all airfare and Optional Service charges (such as baggage fees) paid for the flight.
- iii Flight Schedule Changes. Flight schedules are subject to change without notice, and the times shown on ExpressJet's and Affiliate's published schedules, Reservations and advertising are not guaranteed. At times, without prior notice to Passengers, ExpressJet may substitute other aircraft and/or may add intermediate stops. In the event of flight schedule changes or service withdrawals, ExpressJet will attempt to notify affected Passengers as early as possible.
- iv Connections. ExpressJet carries no liability to Passengers booking Reservations that include connections flights ~~connections to flights~~ operated by other airlines or other transportation providers. ExpressJet cannot guarantee that Passengers will make connections to flights or other transportation operated by other airlines or other transportation providers
- v Limitation of Liability. Except to the extent provided in this Section, ExpressJet shall not be liable for any failure or delay in operating any flight, with or without notice for reasons of aviation safety or when advisable, in its sole discretion, due to Force Majeure Events.
- vi Delays or Involuntary Cancellations. If a Passenger's scheduled transportation is canceled, terminated or delayed before the Passenger has reached his/her final destination because of a flight cancellation or delay, ExpressJet will either transport the Passenger at no additional charge on another of ExpressJet's flights, refund the fare for the unused transportation in accordance with Section 5 or provide an Electronic Travel Credit (ETC) for such unused amount toward the purchase of future travel on ExpressJet or Affiliate, as applicable.

B Denied Boarding Procedures

- i The following definitions, as prescribed in 14 CFR § 250.1, pertain solely to the denied boarding compensation provisions of this Section:
 - a Airport means the airport at which the direct flight on which the Passenger holds confirmed reserved space is planned to arrive, or some other airport serving the same metropolitan area, provided that the transportation to the other airport is accepted (i.e., used) by the Passenger.
 - b Alternate transportation means transportation with a confirmed reservation at no additional charge, operated by a transportation

- provider, or other transportation accepted and used by the Passenger in the case of denied boarding.
- c Confirmed reserved space means space on a specific date and on a specific flight or departure of a transportation provider which has been requested by a Passenger and which ExpressJet or its Affiliate has verified, by appropriate notation on the reservation or in any other manner provided therefore by the transportation provider, as being reserved for the accommodation of the Passenger.
 - d Fare means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.
- ii Request for Volunteers.
- a ExpressJet does not intentionally oversell flights, but if there are more Passengers with confirmed Reservations than available seats on the flight, ExpressJet will request volunteers for denied boarding before using any other boarding priority in accordance with 14 CFR § 250.2b. A “volunteer” is a person who responds to ExpressJet’s request for volunteers and who willingly accepts ExpressJet’s offer of compensation, in any amount, in exchange for relinquishing his/her confirmed Reservation. Any other Passenger with a confirmed Reservation that is denied boarding is considered to have been involuntarily denied boarding, even if that Passenger accepts denied boarding compensation.
 - b ExpressJet will advise each Passenger solicited to volunteer for denied boarding, at a time no later than the time ExpressJet solicits that Passenger to volunteer, whether they are in danger of being involuntarily denied boarding and, if so, the compensation ExpressJet is obligated to pay if the Passenger is involuntarily denied boarding. If an insufficient number of volunteers come forward, ExpressJet may deny boarding to other Passengers in accordance with ExpressJet's boarding rules as specified in Section 7.
- iii Conditions for Payment of Compensation to Passengers Involuntarily Denied Boarding due to lack of an available seat. Subject to the exception in Section 3, ExpressJet will tender to a Passenger the amount of compensation specified in Section 11.B.v., provided that:
- a The Passenger holds a confirmed Reservation and presents themselves for boarding at the appropriate time and place, having complied fully with ExpressJet’s, of Affiliates, requirements as to Reservations, check-in and acceptability for transportation in accordance with this Contract of Carriage; and
 - b Other than for reasons set forth in Section 7, or when resulting from substitution, for operational or safety reasons, of an aircraft having a lesser seating capacity than the aircraft originally scheduled, ExpressJet is unable to accommodate the Passenger on the flight for which he/she

- holds a confirmed Reservation and such flight departs without with Passenger.
- iv The Passenger will not be eligible for compensation if ExpressJet offers comparable air transportation, or other transportation used by the Passenger at no extra cost, that, at the time such arrangements are made, is planned to arrive at the airport of the Passenger's destination no later than one hour after the planned arrival time of the Passenger's original flight.
 - v Involuntarily Denied Boarding Compensation for an Oversale of a Domestic Flight in Accordance with 14 CFR Part 250.
 - a Compensation shall be 200% of the fare to the Passenger's destination, with a maximum of \$775—if ExpressJet offers alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Passenger's destination more than one hour but less than two (2) hours after the planned arrival time of the Passenger's original flight on a domestic Reservation; and
 - b Compensation shall be 400% of the fare to the Passenger's destination, with a maximum of \$1,550 if ExpressJet does not offer alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Passenger's destination two (2) hours or more after the planned arrival time of the Passenger's original flight on a domestic Reservation.
 - c Compensation will be paid by ExpressJet on the day and at the place where the denied boarding occurs, except that if ExpressJet arranges, for the Passenger's convenience, alternate means of transportation that departs before the payment can be made, payment will be sent by mail or other means within twenty-four (24) hours after the time the denied boarding occurs.
 - d Compensation will initially be provided in the form of a check payable to the Passenger. With the Passenger's consent, ExpressJet may also offer an ETC to be applied toward future travel in lieu of the check. The Passenger may refuse ExpressJet's offer of ETC and insist on receiving compensation by check or some other form of payment acceptable to the Passenger and ExpressJet.
 - e Acceptance of compensation by the Passenger relieves ExpressJet from any further liability to the Passenger caused by ExpressJet's failure to honor the confirmed Reservation.
 - vi In determining which Passengers holding confirmed Reservation space shall be denied boarding involuntarily, ExpressJet shall deny boarding in reverse chronological order of issuance of boarding priority (i.e., the last Passenger to receive a Boarding Pass will be the first Passenger involuntarily denied boarding in an oversale situation), with no preference given to any person or category of fare.

vii When a denied boarding occurs, ExpressJet will give Passengers who are involuntarily denied boarding a written explanatory statement describing the terms and conditions of denied boarding compensation and ExpressJet's boarding priority rules.

viii In addition to the denied boarding compensation specified herein, ExpressJet shall refund all unused fees for Optional Services paid by a Passenger who is voluntarily or involuntarily denied boarding. ExpressJet is not required to refund the fees for services that are provided with respect to the Passenger's alternate transportation.

12 Smoke Free Service

Smoking or vaping is prohibited on all ExpressJet flights including in lavatories. Federal law prohibits tampering with, disabling or destroying any smoke detector installed in an aircraft lavatory. The use of electronic and other battery-powered smoking devices is prohibited at all times on all aircraft.

13 Immigration and Customs Regulations

It is the Passenger's responsibility to obtain and have possession of all required travel documents. ExpressJet 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. ExpressJet shall not be responsible for any information or assistance given to 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.

14 Health Risks

An inherent risk of air travel is the possibility that one or more passengers on a flight may have a communicable disease, and that one or more other passengers may contract the disease. This could include Covid-19 or other serious disease. Despite the efforts of Carrier, public health authorities and others to minimize the spread of disease, Carrier can offer no assurance that a passenger will not contract a viral or other disease while aboard an aircraft operated by Carrier or while using airport facilities utilized by Carrier. Accordingly, you hereby agree on behalf of yourself and anyone on whose behalf you make a purchase from Carrier, that neither Carrier nor any of its agents, directors, employees, officials or affiliated entities shall have any liability whatsoever in respect of disease, however contracted.

15 Photography & Videos Onboard

The use of small cameras or mobile devices for photography and video is permitted onboard provided you keep the purpose of your photography and video to capturing personal events. Photographing or recording other passengers, ExpressJet personnel, or personnel of ExpressJet's agents without their express consent is prohibited. ExpressJet reserve the right to prohibit photos and videos onboard the aircraft if it becomes a disturbance to them or other passengers or may have an impact on the safe operation of the flight. All photography and video recording must comply with regulations applicable to operation of electronic devices onboard the aircraft.

16 Miscellaneous

A Claims

- i No claim for personal injury or death of a Passenger will be considered by ExpressJet unless written notice of such claim is received by ExpressJet within twenty-one (21) days after the occurrence of the event giving rise to the claim. No legal action may be brought by a Passenger against ExpressJet unless commenced within six (6) months from the date of the alleged incident.
- ii No legal action on any claim described above may be maintained against ExpressJet unless commenced within one year of ExpressJet's written denial of a claim, in whole or in part.
- iii Any case brought against ExpressJet pursuant to this Contract of Carriage or otherwise must be brought in a party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

- B Choice of Law.** Any and all matters arising out of or relating to this Contract of Carriage and/or the subject matter hereof are governed by, construed, and enforced in accordance with the laws of the United States of America and, to the extent not preempted by Federal law, the laws of the State of Delaware without regard to conflict of law principles, regardless of the legal theory upon

which such matter is asserted. All right to trial by jury in any claim, legal action, proceeding or counterclaim arising out of or in connection with this Contract of Carriage and/or the subject matter hereof is irrevocably waived.

- C **Subordination to Law.** In all cases, this Contract of Carriage will be subordinate to any applicable law.
- D **Entire Agreement.** This Contract of Carriage and any Attachments represents the entire, integrated agreement between the parties relating to transportation by ExpressJet, and shall supersede all prior representations, understandings or agreements pertaining thereto, either oral or written. No other covenants, warranties, undertakings or understandings may be implied, in law or in equity.
- E **Inspection.** Passengers and their Baggage are subject to inspection for purposes of safety and security with or without the Passenger's consent or knowledge.
- F **Severability.** If, for any reason, any portion of this Contract of Carriage is determined by a competent authority to be void or unenforceable, then (a) that portion will be of no effect, (b) the balance of the Contract of Carriage will remain in full force and effect, and (c) the Contract of Carriage will be performed as though the stricken portion were replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G **Statutory Information.** ExpressJet is a Delaware limited liability company. Our corporate address is 1745 Phoenix Boulevard, Suite 250, College Park, Georgia 30349.

**ATTACHMENT A - RULES APPLICABLE TO ALL FLIGHTS
RESERVATIONS, TICKETS & PASSENGERS**

ATTACHMENT B - FLIGHTS OPERATED AS "EXPRESSJET AIRLINES"
→ FLIGHT NUMBERS XXXX-XXXX

ATTACHMENT C - FLIGHTS OPERATED AS “aha!” OR “AHA AIRLINES”
→ FLIGHT NUMBERS 7000-7999

Optional Services

Advance Seat Assignment	\$10	If a seat assignment is not purchased one will be randomly assigned at check-in for free. aha! cannot guarantee your party will be seated together.
Priority Boarding	\$10	Board the plane before general boarding
Pet in Cabin	\$75	aha! allows hard-sided carriers no larger than 14”L x 9”W x 9.5”H (35 cm x 22 cm x 24 cm) or soft containers that fit in the same space. Your small dog or cat may be carried inside a pet carrier that fits under the seat in front of you. Customers traveling with a pet may not occupy an exit row seat or a seat with no forward under-seat stowage.
Call Center Fee	\$25	Applies to new reservations or changes and cancellations made via the aha! Guest Telephone Service Center.
Group Booking Fee	\$50	Reservations for 10 or more Guests made via the aha! Guest Telephone Service Center
Reservation Change Fee	\$25	Changes and cancellations to the travel date or time after a reservation is confirmed. Fare rules and differences will apply.

Baggage Fees and Allowances

Personal Item (purse, laptop case, camera case, briefcase, etc.)	Free	One free Personal Item not larger than 14”L x 9”W x 9.5”H that must be capable of safely stowing under a seat. To learn more, reference Section 8 of our Contract of Carriage.
Carry-on bag (will be Gate-Checked because of cabin space limitations)	\$30	If paid online/via call center
	\$30	If paid at airport
First Checked Bag) <i>Customers in the military traveling on active duty or permanent change of station orders may check two Checked Bags for free, and not be subject to excess, oversize, or overweight baggage charges.</i>	\$30	If paid online/via call center
	\$30	If paid at airport
Second Checked Bag	\$50	If paid online/via call center
	\$50	If paid at airport

Additional Bags Beyond Two	\$100	If paid online/via call center
	\$100	If paid at airport
Oversize/Overweight Bags	\$50	Per Bag, may only be paid at airport
Snow Skis	Standard bag fees apply	Snow Ski equipment is considered as a normal checked bag unless overweight.
Golf Clubs	Standard bag fees apply	Golf equipment is considered as a normal checked bag unless overweight.
Sports equipment	Other fees may apply	Sport equipment may be checked, and applicable excess, oversize and/or overweight fees apply. To learn more, reference Section 9 of our Contract of Carriage.
Firearms and other restricted items	Oversize bag fees may apply	ExpressJet will not accept assembled firearms or ammunition for transportation. To learn more, reference Section 9 of our Contract of Carriage.
Musical instruments	Other fees may apply	Musical instruments may be checked subject to a limited release of liability. To learn more, reference Section 9 of our Contract of Carriage.

aha! Vacation Packages

Vacation packages (“Package” or “Packages”) sold by aha! Travel Company, LLC (“aha!”) are subject to the following additional terms and conditions:

Responsibility

aha! is an independent contractor, which makes arrangements with third party independent vendors for all Packages, services and accommodations including air transportation, hotels and other services. aha! does not accept and expressly disclaims any liability for the actions or omissions of these independent vendors.

All travel documents are issued subject to the terms and conditions specified by such vendors. Neither aha! nor any of its agents or employees shall be held liable for, and by accepting these documents Guest waives any claim against all such parties for a) any loss of or damage to property or injury to any person caused by reason of a defect, negligence or other wrongful act or omission of or any failure of performance of any kind by any other transportation company, vendor or supplier or other damage caused by factors outside of aha! control; b) any inconvenience, loss of enjoyment, mental distress or other similar matter; c) any delayed departure, airline turbulence, transportation accidents or missed connections, substitutions of accommodations, termination of service or changes in fares and rates or other unforeseen circumstances that is not as a result of services provided in this Contract of Carriage; and d) any cancellation of reservations, Packages, or Package components beyond the control of aha!.

In no event shall aha! be responsible for any amount other than the price paid by the Guest for Package.

Each guest agrees that all disputes in any matters whatsoever arising in connection with the responsibility of aha! shall be construed and enforced in accordance with the laws of the State of Delaware, and each customer consents to the courts of the state of Delaware being the sole venue of any action related to this agreement, to the exclusion of the courts in any other state or country. Each guest waives its rights to a jury trial.

Intended Use

The air and hotel rates and rooms allocated as part of package are to be used exclusively for personal leisure travel (i.e., vacation travel clients). This product is not intended for use for business, conventions or meetings and is subject to cancellation if used for any purpose other than personal leisure travel. A Package is non-transferrable - it can't be used by or refunded to any other traveler.

When booking a Package, the hotel stay must match the itinerary dates of the booked air travel. The hotel in the package must be located in the guest's vacation destination.

Refunds

Packages may be canceled within 24 hours of booking without penalty. After 24 hours, Packages are subject to the following penalties:

Days prior to departure date	% of Total Package Cost
60 or more days	25%
59 to 15 days	50%
14 days or less	100%

Due to the nature of Packages, aha! is unable to provide separate refunds for flights associated with the package (i.e., any refund associated with the Package must be processed for the Package as a whole). No refunds will be issued or exchanges made for any missed or unused Package features, Package components, or unused hotel nights. Any documents that show breakout of amounts associated with individual services in Packages are strictly for internal use by aha! (for allocations, tax calculations etc.) and may not be used to value such services

Payment

Full payment is expected at time of booking. Prices, hotel availability, flight and travel dates are only guaranteed after full payment is received. aha! reserves the right to treat a booking as cancelled by the Guest if the balance due is not paid on time. All prices are in U.S. dollars, and all airfares include required government taxes, segment fees, airport passenger facility charges (PFC's), September 11th Security Fees and federal segment fees.

Adjustments of package pricing will not be made after payment is received, nor shall any rate reduction subsequent to booking be retroactively applied.

Government taxes and fees are subject to change after purchase and may be credited or debited to the Guest's credit card on file.

Exclusions

Package prices do not include extra charges imposed by the airlines (see "Optional Services" and "Baggage Charges"). These extra services and charges must be separately paid via the airline website or at the airport.

Resort fees, meals, shows, tours, tips, energy surcharge, telephone surcharge, telephone calls, liquor, taxes, room service, laundry, parking fees, pet fees or other items of a personal nature not otherwise specified in the quoted rates are excluded from the Package price.

All personal charges must be paid prior to departure from the hotel or upon return of rental car. A major credit card, cash, deposit and photo identification may be required upon check-in at the hotel. Deposit amounts vary by hotel, please contact the hotel booked for more information on their deposit policies.

Room assignments are based on hotel availability and are made at the hotel's discretion (number and type of beds cannot be guaranteed).

Special travel requests

Hotels, destinations, and tourist facilities may not offer the appropriate special services and equipment to accommodate persons with disabilities or special needs. Please advise aha! of any special requests at the time of booking by calling our Guest Telephone Service Center at least 15 days prior to travel. aha! will forward the requests to the appropriate vendors. Fees and charges for special services may apply. Special requests or services are treated as requests only and cannot be guaranteed.

Traveler Requirement

All Guests 18 years and older must show a government-issued photo ID at flight check-in. Hotel check-in restrictions may apply (most Las Vegas Reno, and other hotels with gambling and other adults-required services require one guest to be at least 21 years old). Children 14 years and younger may not travel alone and must be accompanied by an adult 18 years and older on the same Package.

Hotels reserves the right to refuse entry to, and remove any Guest from, the hotel if any authorized hotel employee considers, in his or her reasonable opinion, that the Guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive, or otherwise unacceptable manner.

Miscellaneous

aha! shall not be responsible for rate changes, errors or omissions. Subject to the terms and conditions herein, all prices and features described in aha! promotional materials and its website(s) are subject to change without notice.

ATTACHMENT D - FLIGHTS OPERATED AS "XYZ AIRLINES"
→ FLIGHT NUMBERS XXXX-XXXX

ATTACHMENT E - ExpressJet Airlines Customer Commitment

See www.expressjet.com/customer-commitment to view and print a copy of ExpressJet's Customer Commitment

ATTACHMENT G - Bag Claim Form

See www.expressjet.com/bag-claim-form. You may:

- a. Print, fill in the form and email it to passengercare@expressjet.com or
- b. Fill in the form online and send it in to ExpressJet for processing