

SeaPort Airlines

Contract of Carriage-Passenger

TABLE OF CONTENTS

Article Page

1 Definition.....	3
3Application of Conditions.....	4
5 Surveillance and Inspection of Passengers and Baggage	5
10 Refusal to Transport.....	5
11 Pricing and Discounts.....	7
15 Tickets-General	7
20 Reservations.....	8
25 Ground Transportation	9
30 Application of Fares-General	9
35 Carriage of Children	10
42 Internet Fares.....	11
43 Stopovers	11
45 Acceptance of Baggage – General	11
46 Carry-on Baggage	12
47 Animals.....	13
55 Checking of Baggage	13

SeaPort Airlines

Contract of Carriage-Passenger

TABLE OF CONTENTS

Article	Page
60 Free Baggage Allowance	14
65 Excess Baggage Charges.....	16
75 Baggage – Limitation of Liability.....	17
76 Fragile and Perishable Items as Baggage.....	18
80 Claims.....	18
81 Smoking.....	19
85. Failure to Operate as Scheduled.....	19
90. Refunds	20
105. Denied Boarding Compensation.....	21
124 Check Acceptance	23
125 Compliance with Law and Government Regulations.....	23
127. Right to Change Contract.....	23

Contract of Carriage

Passenger transportation by SeaPort Airlines, Inc. is subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket or ticket-less travel authorization, specified on SeaPort Airlines' website with respect to electronic ticketing, or published in SeaPort Airlines' schedules. By purchasing a ticket or accepting transportation, the passenger agrees to be bound thereby.

1. Definitions

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

Baggage check means those portions of the ticket which provide for the carriage of the passenger's checked Baggage and which are issued by SeaPort Airlines as a receipt for the passenger's checked Baggage.

Baggage tag means a document issued by SeaPort Airlines solely for identification of checked Baggage, which is affixed by SeaPort Airlines to a particular article of checked Baggage for routing purposes.

Carriage means the transportation of passengers and/or Baggage by air, gratuitously or for hire, and all services of SeaPort Airlines incidental thereto.

Checked Baggage means Baggage of which SeaPort Airlines takes sole custody and for which SeaPort Airlines has issued a Baggage check and Baggage tag(s).

Days means full calendar days, including Sundays and legal holidays; provided that, for the purpose of any required SeaPort Airlines notification, the balance of the day upon which notice is given shall not be counted, and when the last day falls on Sunday or a legal holiday, such Sunday or legal holiday will not be counted.

Direct flight means "same plane" service between the origin and destination points with scheduled stops at one or more intermediate points. With the exception of security requirements, unexpected ground delays, fueling, or other unforeseen flight disruptions, passengers on direct flights are not required to disembark the aircraft at any intermediate stop.

Flight coupon means the portion of the passenger ticket that is valid for carriage.

Nonstop flight means a flight scheduled to operate between the origin and destination points without intermediate stops.

One-way means travel from one point to another on SeaPort Airlines scheduled air service assigned for travel between the two points.

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

Passenger ticket means that document issued by SeaPort Airlines or an authorized travel agent which provides for the carriage of the passenger occupying a single seat.

Round trip means travel from one point to another and return to the first point on SeaPort Airlines scheduled air service assigned for travel between the two points.

Scheduled air service means any flight scheduled in the current edition of the Official Airline Guide (OAG), SeaPort Airlines published schedule, SeaPort Airlines Internet site, or the computer reservation system used by SeaPort Airlines.

SeaPort Airlines is a trade name for SeaPort Airlines, Inc. Other trade names include SeaPort, SeaPort Air and Wings of Alaska.

Stopover is defined as when a passenger arrives at an intermediate or junction transfer point on a flight on any carrier, and fails to depart from such intermediate or junction transfer point within 4 hours after their arrival at such point.

Ticket means "passenger ticket and Baggage check," including all flight, passenger, and other coupons therein issued by SeaPort Airlines, which provide for the carriage of the passenger and his or her Baggage. This includes recorded information in SeaPort Airlines computer reservation system or on SeaPort Airlines Internet site authorizing Ticket-less, "e-ticket" or electronic travel.

Unchecked Baggage is Baggage other than checked Baggage.

2. Not used

3. Application of Conditions

The terms and conditions contained in this Contract of Carriage shall govern the application of all fares, rates, and charges published by SeaPort Airlines and will apply only to SeaPort Airlines routes and services. No agent, servant, or representative of SeaPort Airlines has authority to change or waive any provision of this Contract of Carriage unless authorized by a corporate officer of SeaPort Airlines.

4. Not used

5. Electronic Surveillance of Passengers and Baggage

Passengers and their Baggage may be subject to inspection by SeaPort Airlines personnel or employees of the Transportation Security Agency (TSA). Inspections may be conducted by hand or using electronic devices with or without the passenger's consent or knowledge. Persons failing to consent to searches requested the TSA will be denied boarding.

6.-9. Not used

10. Refusal to Transport

SeaPort Airlines will refuse to transport, or will remove from an aircraft at any point, any passenger and/or their baggage in the following circumstances:

Safety and Government Request or Regulation -Whenever such action is necessary for reasons of aviation safety or to comply with any Federal Aviation Regulation or other applicable government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond SeaPort Airlines control (including, without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances, whether actual, threatened, or reported).

Search of Passenger or Property -Any passenger who refuses to permit the search of his or her person or property.

Proof of Identity -Any passenger who refuses or fails on request to produce valid, positive government-issued photo identification.

Special Medical Requirements -SeaPort Airlines will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on SeaPort Airlines aircraft: medical oxygen for use onboard the aircraft, incubators, respirators that must receive power from the aircraft's electrical power supply, or persons who must travel on a stretcher.

Comfort and Safety -SeaPort Airlines may refuse to transport or remove from the aircraft at any point any passenger in the following categories as may be necessary for the comfort or safety of such passenger or other passengers:

Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating, or violent; Persons whose conduct is or exhibits indications of becoming, inimical to flight safety;

Persons who are barefoot and over five (5) years of age;

Persons who are unable to occupy a seat with the seat belt fastened, or persons whose body weight exceeds load limits specified by the aircraft manufacturer;

Persons who appear to be intoxicated or under the influence of drugs;

Persons who are suspected of having a contagious disease which could endanger the health and safety of other passengers and crew;

Persons who refuse to comply with instructions given by SeaPort Airlines Employees or representatives prohibiting the solicitation of items for sale or purchase, including airline tickets, passes, or travel award certificates;

Persons who have an offensive odor, unless that odor is caused by a qualifying disability;

Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that SeaPort Airlines will carry passengers who meet the qualifications and conditions established in Federal Aviation Regulation, 14 C.F.R. § 108.11;

Manacled persons in the custody of law enforcement personnel; persons brought into the airport in manacles; persons who have resisted escorts; or escorted persons who express to SeaPort Airlines Employees an objection to being transported on the flight;

Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition render the passenger unacceptable for carriage;

Infants fourteen (14) days of age or younger, unless approved for carriage in writing by an attending physician; or

Persons who are unwilling or unable to abide with SeaPort Airlines non-smoking rules.

Any person who is pregnant and expecting delivery within ten (10) days unless the passenger provides a doctor's certificate, dated within 72 hours of departure, stating that the doctor has examined and found the passenger to be physically fit for air transportation.

In addition, SeaPort Airlines aircraft are of the size and configuration that makes it difficult and potentially hazardous for non-ambulatory passengers to be transported. Passengers should be ambulatory enough to safely climb the air-stair and traverse the aisle to their seat without causing injury to themselves or others. Non-ambulatory passengers may be denied boarding in accordance with 14 CFR Part 382.21(d). SeaPort will, however, make every effort to accommodate every passenger possible. SeaPort requests that non-ambulatory passenger call 24 hours in advance of travel to make arrangements. For safety concerns, SeaPort reserves the right to limit non-ambulatory passengers to one per flight.

The fare of any passenger denied transportation or removed from SeaPort Airlines aircraft enroute under the provisions of Article 10 will be refunded in accordance with Article 90 of this Contract of Carriage. The sole recourse of any passenger refused transportation or removed enroute will be the recovery of the refund value of the unused portion of his or her ticket.

SeaPort Airlines operates from and to government owned facilities where hazardous materials may or may not be present. SeaPort Airlines is not responsible for any injuries or illness as a result from materials or conditions that exist at facilities not under the direct control of SeaPort Airlines.

11. Pricing and Discounts

It is the policy of SeaPort Airlines to treat all customers equally; and not to discriminate in the discounting or provision of services to the public. The company will not support - directly or through affiliation – any type of discount involving eligibility criteria based in whole or part on individual:

Race

Sex

Ethnic or national origin

Physical (dis)ability

Gender (non)conformity

SeaPort Airlines may offer general types of discounts, including Advance Purchase Discounts which anyone may obtain from SeaPort Airlines or an authorized travel agent. The number of advance purchase fares may be limited.. SeaPort Airlines reserves the right to offer discounts to individuals or organizations unique to that customer. Further, SeaPort Airlines reserves the right to offer such discounts independent of any other promotion or rules applying to generally available fares.

Some programs offered by SeaPort Airlines may require payment of dues or fees, however, membership opportunities will be extended without regard to age, race, sex, ethnic or national origin, physical disability, residency status, religious or political affiliation or gender identification.

12. -14. Not used

15. Tickets -General

No person shall be entitled to transportation except upon presentation of a valid ticket.

Such ticket/electronic ticketing documentation shall entitle the person to transportation only between the points of origin and destination.

A ticket that has been altered, mutilated, or improperly issued shall not be valid.

A ticket is valid for one (1) year from the date of issue, except as noted below:

Tickets are valid only on the flight and date shown on the ticket. If a Customer chooses not to travel on the flight and date for which the ticket is issued, they may be able to apply the value of the ticket towards a new ticket, if allowed by the fare rule. The new ticket may be more expensive and/or subject to different terms, conditions, or restrictions. No cash refund or credit card adjustments will be made for tickets with fare restrictions, nor will any refunds be made once the next flight departs with available seats.

Tickets are not transferable unless specified thereon, and SeaPort Airlines is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.

Lost Tickets -When a passenger loses his or her ticket or a portion of his or her ticket, the passenger will be required to purchase another ticket, at the current fare, before transportation will be furnished between the points covered by the lost ticket. SeaPort Airlines will not replace or refund lost tickets.

16. -19. Not used

20. Reservations

A reservation on a given flight is valid when the availability and allocation of space is confirmed by the issuance by SeaPort Airlines or an authorized travel agent of a ticket that reflects space on a specific flight and date; or is confirmed by a Reservations Sales Agent of SeaPort Airlines, and the passenger's name is entered into SeaPort Airlines reservations system.

Fifteen Minute Rule -Reservations on SeaPort Airlines flights must be claimed at the gate departure desk at least fifteen (15) minutes before the scheduled flight departure time. Failure of the passenger to check-in at the departure gate at least fifteen (15) minutes before

the scheduled aircraft departure time may result in cancellation of the passenger's reserved space. The passenger will not be entitled to a refund in this event.

SeaPort Airlines will refuse to carry any person when such refusal is necessary to comply with an applicable governmental regulation.

When a roundtrip or multi-segment reservation has been made and the passenger fails to claim his or her reservation for the first portion of the trip, SeaPort Airlines will not routinely or automatically cancel the return or continuing portions of the passenger's reservation. However, SeaPort Airlines reserves the right to do so for reservations having specific flight requirements or if necessary for purposes of reservation inventory management. SeaPort Airlines prohibits what is commonly known as "back-to-back" or "hidden-city" ticketing.

21. -24. Not used

25. Ground Transportation

Except as provided in the SeaPort Airlines Customer Service Commitment with regard to expenses incident to certain disrupted itineraries, SeaPort Airlines does not assume responsibility for the ground transportation of any passenger or his or her Baggage between any airport used by SeaPort Airlines and any other location. Ground transportation is at the passenger's expense.

SeaPort Airlines may, at its sole discretion, offer ground transportation options in conjunction with certain bundled, packaged or charter services. Taxi, van and limousine services may be provided by 3rd party vendors.

SeaPort does offer complimentary ground transportation between our terminal near the business aircraft center and the main airline terminals in Kansas City, Memphis, and Portland.

26. -29. Not used

30. Application of Fares – General

Transportation is subject to the fares and charges in effect on the date on which such ticket was issued. If a ticket has been issued before an increase in the fare becomes effective, it shall be honored for transportation between the points, and at the class of service, for which it was purchased. However, should a customer choose to change a flight, thereby reissuing the ticket, fares and charges will be based on availability at the time of change.

Fares are published in SeaPort Airlines' reservations system and may be obtained at www.SeaPortAirlines.com or through an authorized travel agent. Some travel agencies, however, may impose an additional charge for this service.

SeaPort Airlines reserves the right to refer changes to any ticket issued by an authorized agent back to the original issuing agency.

All published fares and charges are stated in U.S. currency.

31. -34. Not used

35. Carriage of Children

Infants Fourteen (14) Days of Age or Younger -SeaPort Airlines will not provide transportation services to any infant fourteen (14) days of age or younger, unless an attending physician approves such infant for air travel in writing. Infants must be accompanied by a passenger eighteen (18) years of age or older.

Children Over Fourteen (14) Days and Under Two (2) Years of Age -One child over fourteen (14) days and under two (2) years of age, not occupying a seat, will be carried without charge when accompanied by a fare-paying passenger eighteen (18) years of age or older. SeaPort Airlines cannot guarantee that an unoccupied seat will be available for any child traveling without charge and without a confirmed reservation. Safety seats for children without a confirmed reservation may have to be transported as checked Baggage if unoccupied seats are not available. Children over fourteen (14) days and under two (2) years of age traveling on a confirmed reservation, with or without the use of a safety seat, will be charged the published fare. Any safety seat used must be specifically approved for air travel by the Federal Aviation Administration.

Unaccompanied Minor Children

SeaPort Airlines will not accept for carriage any unaccompanied child less than seven (7) years of age. Unaccompanied children may be required to have their identity verified by a parent or guardian. Unaccompanied minors who have reached their seventh (7th) birthday, but not their fifteenth (15th) birthday are subject to a service fee of \$40.00.

The parent or responsible adult who brings an unaccompanied child to the departure airport will be required to remain at the departure gate until the flight is airborne. The parent or responsible adult must furnish SeaPort Airlines in writing (duplicate of which must be in the child's possession) evidence that the child will be met by another parent or responsible adult upon deplaning at his or her destination. The person meeting the child at his or her destination will need to be in the arrivals area prior to the flight arriving. Awaiting guardians will be required to present positive identification and sign a release form designated by SeaPort Airlines.

If the Unaccompanied Minor requires shuttle service to the main terminal and assistance checking in with a connecting carrier, SeaPort will charge an additional service fee of \$35.00, for a total service fee of \$75.00.

The following exceptions apply for travel within the state of Alaska.

- a. An individual is considered an unaccompanied minor if they have reached their fifth (5th) birthday, but not their fifteenth (15th) birthday.
- b. The Unaccompanied Minor Service fee does not apply, with the minor instead paying the adult fare.

Responsibilities of SeaPort Airlines -SeaPort Airlines assumes no responsibilities for unaccompanied children beyond those applicable to adult passengers.

36-41. Not used

42. Internet Fares

Special fares may be available via the Internet on SeaPort Airlines web sites (Internet addresses: <http://www.SeaPortAirlines.com> and WingsOfAlaska.com). Seat availability, fares, and fare restrictions are published in the web site presentation.

43. Stopovers

Stopovers will be permitted only upon payment of the combination of applicable fares, or stopover charges.

44. Not used

45. Acceptance of Baggage -General

Inspection - All Baggage tendered to SeaPort Airlines for transportation is subject to inspection by SeaPort Airlines.

Acceptance - SeaPort Airlines will accept as Baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger, as the personal property of the fare-paying ticket holder and not intended for sale to other persons, subject to the following conditions:

SeaPort Airlines will refuse to accept Baggage for transportation on any flight other than the flight on which the passenger is transported;

SeaPort Airlines will refuse to accept any Baggage for transportation if it or its contents cannot withstand ordinary handling, or if its weight, size, or character renders it unsuitable for transportation on the particular aircraft on which it is to be carried, unless the passenger releases SeaPort Airlines from liability; Each piece of Baggage tendered to SeaPort Airlines for carriage must have affixed thereto a current identification tag or label with the passenger's name, address, and telephone number (if available);

SeaPort Airlines will refuse to accept Baggage that, because of its nature, contents, or characteristics (such as sharp objects, paint, corrosives, or other prohibited hazardous materials), might represent a security risk or cause injury to passengers or SeaPort Airlines Employees, damage to aircraft or other equipment, or damage to other Baggage; and

SeaPort Airlines will not accept Baggage that cannot safely be carried in the Baggage compartment of the aircraft.

46. Carry-on Baggage

Carry-on baggage is limited to one personal item that has a shoulder strap. SeaPort Airlines will determine whether or not any Baggage of a passenger, because of its weight, size, contents, or character, may be carried in the passenger cabin of the aircraft. Carry-on Baggage is the sole responsibility of the passenger. Claims for damaged, lost, forgotten, or stolen Carry-on Baggage will not be accepted by SeaPort Airlines.

The number, size and dimensions of Carry-on items allowed by the SeaPort Airlines on a particular aircraft or flight shall be the SeaPort Airlines sole discretion.

Personal items, such as a male or female purse of reasonable size, a small camera, reading material, food for enroute consumption, and a coat, jacket, wrap, or similar outer garment, may be carried onboard the aircraft.

Unless unoccupied seats are available on a flight, SeaPort Airlines requires a reservation and purchase of a ticket to ensure that a safety seat or infant seat may be used during flight. Only federally-approved and labeled safety seats or infant seats are permitted for use aboard SeaPort Airlines aircraft. Federal regulations prohibit the use of child booster seats and harness-or vest-type restraining devices.

SeaPort Airlines will refuse to transport items of Carry-on Baggage that may be harmful or dangerous to a passenger, the flight crew, or the aircraft. At no time may any Carry-on item be placed on the floor during taxi, takeoff, or landing.

47. Animals

SeaPort Airlines accepts domestic pets so long as they are in an approved carrier. The maximum weight of any animal must not exceed 40 lbs. The fee for the transportation of any animal is \$50.00 and is in addition to any other applicable excess baggage fee. Animals not accompanied by a passenger will be treated as cargo, and cargo rates will apply. At no time will animals be treated as Carry-on baggage.

For travel within the state of Alaska, animals will be counted towards the passenger's free baggage allowance or excess baggage, and charged accordingly.

Service animals will be allowed to accompany a paying passenger without additional charge.

48. -54. Not used

55. Checking of Baggage

SeaPort Airlines will accept Baggage for checking from a fare-paying passenger when tendered to SeaPort Airlines no earlier than two (2) hours in advance of flight departure time at SeaPort Airlines airport ticket counter, or at an earlier time on the day of commencement of travel as may be authorized by SeaPort Airlines Employees at the departure airport. SeaPort Airlines will not check Baggage tendered:

to a point beyond the destination indicated on the passenger's ticket;

to an intermediate stop or connection point; or

on any flight other than a flight on which the passenger is scheduled to travel; however, solely at SeaPort Airlines discretion, Baggage tendered by a standby passenger may be checked on the next available flight or flights to the standby passenger's intended destination.

to any destination which would effectively bypass required customs, agriculture or security inspections and/or clearances.

SeaPort Airlines will not check and hold Baggage for a flight to be operated on a later date.

56. -59. Not used

60. Free Baggage Allowance

Upon presentation by a fare-paying passenger of a valid ticket, SeaPort Airlines will allow the following Baggage to be transported without charge:

Checked Baggage – Up to two (2) pieces of Baggage, each piece of which having outside measurements (i.e., the sum of the greatest outside length plus the greatest outside width plus

the greatest outside height) not exceeding sixty-two (62) inches, not weighing more than thirty-five (35) pounds total.

One (1) infant stroller and one (1) infant or child safety seat will be checked in addition to the two (2) piece Free Baggage Allowance for each fare-paying passenger at no charge.

Firearms – SeaPort Airlines will not accept firearms or ammunition for transportation aboard aircraft except as follows:

Unloaded firearms may be transported aboard SeaPort Airlines aircraft only when packaged in a locked case sufficient to prevent damage to the firearm and other baggage aboard the aircraft, with the passenger retaining sole possession of the key. For firearms traveling on flights in the lower 48 states, cases are required to be hard-sided.

Small-arms ammunition may be transported aboard SeaPort Airlines aircraft provided that it is in either the manufactures original packaging, or equivalent packaging specifically designed to provide adequate protection against accidental discharge and protection against damage to both the ammunition and other baggage aboard the aircraft.

Firearm(s) must be unloaded and the passenger must sign a ‘Firearm(s) Unloaded’ declaration with the ammunition securely packed. The Customer Service Agent must also sign the

declaration. This serves as the declaration that each firearm is unloaded and both firearms and ammunition are properly packaged.

If a mobility aid or assistive device, upon which a passenger who is a qualified individual with a disability is dependent, cannot be carried in the passenger cabin due to space limitations, such aid or device will be checked and carried in addition to the Free Baggage Allowance, without charge.

SeaPort Airlines is unable to accommodate any baggage exceeding 27" x 53" x 38", including wheelchairs.

Notwithstanding the above, passengers traveling within the state of Alaska will be allowed a total of fifty (50) pounds of baggage. Anything in excess of this will be assessed an overweight bag fee of \$.50 per pound, and travel on a space available basis.

61. -64. Not used

65. Excess Baggage Charges

Application - Excess Baggage charges specified in this Article will be applicable from the point at which the Baggage is accepted to the point to which the Baggage is checked.

Charges:

Checked baggage in excess of the free Baggage allowance specified in Article 60 above will incur a charge based on the chart below.

<i>First 35 pounds</i>	<i>Free</i>
<i>36-70 pounds</i>	<i>\$35</i>
<i>71-105 pounds</i>	<i>\$70</i>
<i>106-141 pounds</i>	<i>\$105</i>

Notwithstanding the above chart, passengers traveling within the state of Alaska will receive a free allowance of fifty (50) pounds of baggage. Anything in excess of that will be assessed a fee at the rate of \$.50 per pound.

Baggage in excess of sixty-two (62) inches but not more than eighty (80) inches (sum of outside length plus outside height plus outside width) will be counted as two (2) standard-sized bags as specified in Article 60 above.

No one piece of baggage weighing more than 70 pounds will be accepted, including a pet and kennel, except for travel within the state of Alaska.

All Baggage in excess of the free allowance will travel as space available.

Exceptions -The following articles are excluded from the Baggage weight and size limitations set forth in Articles 45 and 60 above and shall be acceptable for carriage upon the passenger's compliance with the special packing requirements and payment of applicable fees as follows:

Bicycles are only permitted on flights within the state of Alaska, and all baggage rules are applicable.

Sporting Equipment - the following items of sporting equipment may be checked as Baggage for an additional service charge of thirty-five dollars (\$35.00):

Bowling bag, including ball and shoes;

Golf bag (either hooded or in a soft-or hard-sided golf bag carrying case provided by the passenger), including clubs, balls, and shoes;

Rifle (unloaded and encased in a locked container acceptable to SeaPort Airlines for withstanding normal checked Baggage handling without sustaining damage to the firearm);

Shotgun (unloaded and encased in a locked container acceptable to SeaPort Airlines for withstanding normal checked Baggage handling without sustaining damage to the firearm);

Handgun (unloaded and encased in a locked container acceptable to SeaPort Airlines for withstanding normal checked Baggage handling without sustaining damage to the firearm);

Fishing tackle box and fishing rod, so long as the rod is encased in a cylindrical fishing rod container suitable to SeaPort Airlines for withstanding normal checked Baggage handling without sustaining damage to the rod;

Boogie board;

Skateboard;

Archery equipment, including a bow, arrows, and an average size target (large target stands cannot be accepted), so long as the bow and arrows are encased in a container acceptable to SeaPort Airlines for withstanding normal Baggage handling without sustaining damage to the equipment;

or Scuba equipment, provided air tanks are empty and all accompanying equipment (BCD, mask, flippers, weight belt, etc.) are encased together in a container acceptable to SeaPort Airlines.

Surfboards and Skis are not permitted.

Camera, film, video, lighting, and sound equipment will be accepted when tendered by representatives of network or local television broadcasting companies or commercial filmmaking companies.

66. -74. Not used

75. Baggage - Limitation of Liability

The liability, if any, of SeaPort Airlines for loss of, damage to, or delay in the delivery of checked or unchecked Baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by an individual with a disability (see below), is limited to the proven actual value of damage or loss, but in no event shall be greater than Two Hundred Dollars (\$200.00) per fare-paying passenger, unless the passenger at time of check-in has declared the value of the Baggage to be in excess of Two Hundred Dollars (\$200.00) ("excess valuation") and has paid an additional charge of One Dollar (\$1.00) for each One Hundred Dollars (\$100.00) of excess valuation. See below for excess valuation.

Limitations. SeaPort Airlines will compensate the passenger for reasonable, documented damages incurred as a result of the loss of, damage to, or delayed delivery of such Baggage up to the limit of liability or declared valuation, whichever is higher, provided the passenger has exercised reasonable effort 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.

SeaPort Airlines will be liable for such personal property only for the period in which it is in the custody of SeaPort Airlines. While every reasonable effort will be made to return items inadvertently left behind by passengers onboard an aircraft, SeaPort Airlines assumes no liability or responsibility for property carried onboard an aircraft by a passenger.

When excess value is declared, the passenger's Baggage and its contents may be inspected by SeaPort Airlines Employees. Such Baggage must be checked, and excess valuation coverage will apply only to the point to which it is checked by SeaPort Airlines and claimed by the passenger.

The declared excess valuation for Baggage shall not exceed the Three Thousand Three Hundred Dollar (\$3,300.00) limitation of SeaPort Airlines liability, as established by this Contract of Carriage.

Excess valuation coverage is not available (and SeaPort Airlines assumes no responsibility) for money, jewelry, cameras, video and electronic equipment (including computers), silverware, precious gems and metals, negotiable papers, securities, business documents, samples, items intended for sale, paintings and other works of art, antiques, collectors' items, artifacts, manuscripts, furs, irreplaceable books or publications, prescription medication, fashion

accessories and similar valuables, food, beverages, and other perishable items. For the passenger's protection, these items should not be transported in or as checked Baggage.

SeaPort Airlines liability with respect to damage to wheelchairs, other mobility aids, and assistive devices upon which an individual with a disability is dependent shall be the documented cost of repair. If a wheelchair, mobility aid, or assistive device is lost or irreparably damaged, SeaPort Airlines liability shall be the documented original purchase price of the wheelchair, mobility aid, or assistive device, without depreciation. SeaPort Airlines will also compensate the passenger for other reasonable expenses incurred as a result of the loss of, damage to, or delayed delivery of the wheelchair, mobility aid, or assistive device.

76. Fragile and Perishable Items as Baggage

SeaPort Airlines may, but is not obligated to, conditionally accept previously damaged, improperly packed, fragile, or perishable items for carriage as checked Baggage subject to the passenger's assumption of risk for damage to or destruction of such items.

77. -79. Not used

80. Claims

No claim for personal injury or death of a passenger will be entertained by SeaPort Airlines unless written notice of such claim is presented to SeaPort Airlines within twenty-one (21) days after the occurrence of the event giving rise to the claim.

In the case of loss of, damage to, or delay in delivery of Baggage, no claim will be entertained by SeaPort Airlines unless preliminary written notice of such claim is presented to a SeaPort Airlines representative in person within four (4) hours after arrival of the flight on which the loss, damage, or delay is alleged to have occurred. The preliminary notice may thereafter be amended in writing; however, such amended claim must be presented to SeaPort Airlines no later than ten (10) days after the occurrence of the event giving rise to the claim.

Failure to provide notice within the foregoing time limits will not bar a claim if the claimant establishes to the satisfaction of SeaPort Airlines that he or she was unable, through no fault or omission of the claimant, to provide notice within the specified time limits.

No legal action on any claim described above may be maintained against SeaPort Airlines unless commenced within one (1) year of SeaPort Airlines written denial of a claim, in whole or in part.

81. Smoking

Smoking aboard SeaPort Airlines aircraft is prohibited by federal law.

82. -84. Not used

85. Failure to Operate as Scheduled

Cancelled Flights or Late or Irregular Operations -In the event SeaPort Airlines cancels or fails to operate any flight according to SeaPort Airlines published schedule, or changes the schedule of any flight, SeaPort Airlines will, at the request of a passenger confirmed on such flight:

transport the passenger on another SeaPort Airlines flights on which space is available at no additional charge; or

refund the unused portion of the passenger's fare in accordance with Article 90 below.

Except to the extent provided in Article 85.A. above, SeaPort Airlines shall not be liable for any failure or delay in operating any flight due to causes beyond SeaPort Airlines control, including but not limited to, acts of God, governmental actions, fire, weather, Air Traffic Control. SeaPort Airlines shall use its best efforts to notify all affected passengers promptly of planned schedule changes and service withdrawals.

SeaPort Airlines will attempt to transport passengers and their Baggage promptly and as scheduled. Flight schedules, however, are subject to change without notice, and the times shown in or on SeaPort Airlines published schedules, tickets, and advertising are not guaranteed. At times, without prior notice to passengers, SeaPort Airlines may need to substitute other aircraft or airlines and may change, add, or omit intermediate or connecting stops. SeaPort Airlines cannot guarantee that passengers will make connections to other flights of its own or those of other airlines. In the event of flight schedule changes, SeaPort Airlines will attempt to so notify affected passengers as soon as possible at the airport or enroute.

86. -89. Not used

90. Refunds

(A) Refundable tickets for travel within the lower 48 states -The fare paid for unused travel by passengers who purchase fully refundable, unrestricted tickets may, for any reason and upon surrender of the unused ticket or unused portion thereof either be refunded or applied toward the purchase of future travel, provided that such refund or credit is requested within one (1) year from the date of ticket issuance and prior to the departure of the first ticketed flight. In accordance with Article 90.F. below, SeaPort Airlines shall make eligible refunds according to the original form of payment. Refund or credit requests will not be honored after one (1) year from the original issue date of the ticket.

(B) Nonrefundable tickets for travel within the lower 48 states -Passengers who purchase restricted, nonrefundable tickets are not eligible for refunds, except as provided in Articles 90.C. and 90.D. below. Unless otherwise specifically stated on the ticket, non-refundable tickets are considered “used” and ineligible for reinstatement upon departure of the next flight with available seats.

(C) For travel within the state of Alaska -All tickets are fully refundable prior to the date of travel. Any cancellations after the departure of the first flight on the ticket will be assessed a \$25 No Show fee per flight. The remaining balance may be credited towards a new flight or refunded.

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

(E) Denied boarding -If SeaPort Airlines denies boarding or removes a passenger from an aircraft under conditions described in Article 10 above, SeaPort Airlines will, upon surrender of the passenger’s unused ticket or portion thereof, refund the fare paid for the unused ticket or portion thereof.

(F) Eligible fare refunds and credits will be made by SeaPort Airlines as follows:

when no portion of the transportation has been provided, the refund or credit will be issued in an amount equal to the fare paid; or

when a portion of the transportation has been provided, the refund or credit will be made in an amount equal to the difference, if any, between the total fare paid and the fare applicable to the transportation provided.

(G) SeaPort Airlines shall make eligible refunds according to the original form of payment, when possible. Refunds for tickets purchased with a credit card shall be processed for crediting-back to the same credit card account no later than seven (7) days from the date the refund request is received by SeaPort Airlines. Refunds for tickets purchased with cash or by check, or for tickets purchased with a credit card that are unable to be refunded to the original form of payment, will be issued by check no later than twenty (20) days after the refund request is received by SeaPort Airlines; provided that, with regard to tickets purchased by check, in cases where SeaPort Airlines has reasonable cause to suspect fraud, SeaPort Airlines may delay making an otherwise eligible refund until such time as the check by which the ticket

was purchased has cleared the financial institution on which it was drawn and SeaPort Airlines has received payment.

(H) SeaPort Airlines shall make refunds in U.S. Dollars.

(I) SeaPort Airlines shall provide no refund for or replacement of tickets that have been lost, damaged, mutilated, destroyed, or stolen.

91. -104. Not used

105. Denied Boarding Compensation

The following definitions, as prescribed in 14 C.F.R. § 250.1, pertain solely to the denied boarding compensation provisions of this Article:

Airport means the airport at which the direct or connecting 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.

Comparable air transportation means transportation provided to passengers at no extra cost by a direct air carrier holding a certificate of public convenience and necessity issued by the U.S. Department of Transportation.

Confirmed reserved space means space on a specific date and on a specific flight of SeaPort Airlines which has been requested by a passenger and which SeaPort Airlines or its authorized agent has verified, by appropriate notation on the ticket or

The sum of the values of the passenger's remaining flight coupons means the sum of the applicable one-way fares, including any surcharges, airport or passenger facility charges, and air transportation taxes, less any applicable discounts.

Request for Volunteers – While SeaPort Airlines does not intentionally oversell any flight; there are occasions (due to computer glitches or human error) where a flight may be oversold. In the event of an oversold flight, SeaPort Airlines shall request volunteers for denied boarding before using any other boarding priority. A volunteer is a person who responds to SeaPort Airlines request for volunteers and who willingly accepts SeaPort Airlines offer of compensation, in any amount, in exchange for relinquishing his or her confirmed reserved space. Any other passenger denied boarding is considered to have been denied boarding involuntarily, even if that passenger accepts denied boarding compensation. If an insufficient number of volunteers come forward, SeaPort Airlines may deny boarding to other passengers in accordance with SeaPort Airlines boarding priority rules. However, SeaPort Airlines will not deny boarding to any passenger involuntarily who was earlier asked to volunteer without

having been informed about the possibility of being denied boarding involuntarily and the amount of compensation.

Conditions for Payment of Compensation to Passengers Involuntarily Denied Boarding due to an Over sale. SeaPort Airlines will tender compensation to a passenger as specified below, when:

the passenger holds a ticket for confirmed reserved space and presents himself or herself for carriage at the appropriate time and place, having complied fully with SeaPort Airlines requirements as to ticketing, reconfirmation, check-in, and acceptability for transportation in accordance with this Contract of Carriage;

and, other than for reasons set forth above, or when resulting from substitution for operational or safety reasons of an aircraft having a lesser seating capacity than the aircraft originally scheduled, SeaPort Airlines is unable to accommodate the passenger on the flight for which the passenger holds confirmed reserved space, and such flight departs without the passenger.

If the passenger arrives at their destination within three (3) hours of the originally scheduled arrival time, SeaPort will provide the passenger with a voucher towards a future flight to be valued at no more than fifty dollars (\$50). If the passenger does not arrive at their destination within three (3) hours of the originally scheduled arrival time, SeaPort will provide the passenger with a voucher towards a future flight to be valued at no more than one hundred dollars (\$100). If the passenger will arrive at their destination after 5:00 am on the day following the intended arrival date, SeaPort will provide the passenger with hotel accommodations of the airline's choosing.

Exception - The passenger will not be eligible for compensation if SeaPort Airlines 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 final destination not later than two (2) hours after the planned arrival time of the passenger's original flight or flights.

Acceptance of compensation by the passenger relieves SeaPort Airlines from any further liability to the passenger caused by SeaPort Airlines failure to honor the confirmed reservation.

Written Explanation of Denied Boarding Compensation and Boarding Priority Rules - Immediately after a denied boarding occurs, SeaPort Airlines will give passengers who are denied boarding involuntarily a written explanatory statement describing the terms and conditions of denied boarding compensation and SeaPort Airlines boarding priority rules.

106. -123. Not used

124. Check Acceptance

Personal checks are not accepted as payment for flights outside of Alaska.

Travel agency and government checks may be made payable to "SeaPort Airlines" for the exact amount of the fare.

A service charge of thirty-five dollars (\$35.00) will be assessed on unpaid checks returned to SeaPort Airlines.

125. Compliance with Law and Governmental Regulations

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

126. Not used

127. Right to Change Contract

SeaPort Airlines reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract of Carriage or the SeaPort Airlines Customer Service Commitment without prior notice. All changes must be in writing and approved by a corporate officer of SeaPort Airlines.