

# Spirit Airlines



## Contract of Carriage

Updated as of February 1, 2010

# Table of Contents

<b>1.</b>	<b>RESERVATIONS</b>	<b>3</b>
1.1.	CONFIRMED SEATS	3
1.2.	CANCELLATION OF RESERVATIONS	3
1.3.	CHECK-IN	3
<b>2.</b>	<b>CONFIRMED RESERVATION VALIDITY</b>	<b>3</b>
2.1.	CONFIRMED RESERVATION VALIDITY	3
2.2.	WAIVER/MODIFICATION OF TERMS OF CONTRACT OF CARRIAGE	3
<b>3.</b>	<b>FARES</b>	<b>4</b>
3.1.	GENERAL	4
3.2.	CURRENCY	4
3.3.	ITINERARY MODIFICATIONS	4
3.4.	STOPOVER	4
3.5.	ROUTING	4
3.6.	CHILDREN'S FARE	4
<b>4.</b>	<b>ACCEPTANCE/REFUSAL OF CUSTOMERS</b>	<b>5</b>
4.1.	IDENTIFICATION	5
4.2.	CONDUCT/CONDITION	5
4.3.	PRISONERS	5
4.4.	RESPIRATORY ASSISTIVE DEVICES /PORTABLE OXYGEN CONCENTRATORS (POCs)	5
4.5.	PREGNANCY	5
4.6.	DISABILITIES	5
4.7.	SERVICE ANIMALS	6
4.8.	REFUSAL TO TRANSPORT	6
4.9.	PASSPORTS/VISAS	7
<b>5.</b>	<b>ACCEPTANCE OF CHILDREN</b>	<b>7</b>
5.1.	ACCOMPANIED CHILDREN	7
5.2.	UNACCOMPANIED CHILDREN	7
5.3.	INFANTS	8
<b>6.</b>	<b>BAGGAGE</b>	<b>9</b>
6.1.	CARRY-ON BAGGAGE	9
6.2.	CHECKED BAGGAGE	9
6.3.	FRAGILE AND PERISHABLE ITEMS	10
6.4.	CONDITIONS FOR ACCEPTANCE OF SPECIAL ITEMS	11
6.5.	RESTRICTED ARTICLES	17
6.6.	LIMITATIONS OF LIABILITY	17
<b>7.</b>	<b>DELAYED AND CANCELED FLIGHTS</b>	<b>18</b>
7.1.	SPIRIT AIRLINES RESPONSIBILITY FOR SCHEDULES AND OPERATIONS	18
7.2.	REBOOKING	19
7.3.	AMENITIES/SERVICES FOR CUSTOMERS	19
<b>8.</b>	<b>DENIED BOARDING</b>	<b>19</b>
8.1.	VOLUNTARY	19
8.2.	INVOLUNTARY	19
8.3.	EXCEPTIONS TO PAYMENT OF COMPENSATION FOR DENIED BOARDING	19
8.4.	DENIED BOARDING COMPENSATION	19
8.5.	DENIED BOARDING OUTSIDE THE U.S.	20
<b>9.</b>	<b>REFUNDS</b>	<b>20</b>
9.1.	VOLUNTARY	20
9.2.	INVOLUNTARY	20
9.3.	FOREIGN CURRENCY REFUNDS	21
<b>10.</b>	<b>LIMITATIONS OF LIABILITY</b>	<b>21</b>
<b>11.</b>	<b>DISCLAIMER OF CONSEQUENTIAL DAMAGES</b>	<b>21</b>
<b>12.</b>	<b>CHOICE OF LAW AND VENUE</b>	<b>21</b>

# 1. Reservations

## 1.1. Confirmed Seats

- 1.1.1. Direct bookings made with Spirit Airlines, customers who have purchased a reservation via [www.spiritair.com](http://www.spiritair.com) or by contacting 800-772-7117 (or for Spanish, 800-756-7117) hold a confirmed reservation.
- 1.1.2. Travel agency or Internet travel site bookings - customers who have purchased reservations through a travel agency or on the Internet, other than at [www.spiritair.com](http://www.spiritair.com) hold a confirmed reservation.

## 1.2. Cancellation of Reservations

All reservations are subject to cancellation without notice if:

- 1.2.1. The customer is not present at the boarding gate at least (15) minutes prior to the scheduled departure time of the flight; or (30) minutes for international flights even if the customer has already checked in for the flight at a location designated for check-in.
- 1.2.2. The customer fails to fulfill the requirements of the fare type of that reservation. (For example, customer who fails to notify Spirit and fails to travel on any segment of a booked itinerary will have all subsequent segments cancelled.)
- 1.2.3. Such action is necessary to comply with any governmental regulation or directive, or to comply with any governmental request for emergency transportation in connection with the national defense.
- 1.2.4. If Spirit refuses to transport the customer for any of the reasons stated above, the customer would not be eligible for denied boarding compensation.

## 1.3. Check-In

- 1.3.1. Check-in begins three (3) hours prior to departure at the Spirit reservation counter.
- 1.3.2. Spirit reserves the right to cancel the reservation or seat assignment of any customer who does not have a boarding pass at least 30 minutes prior to scheduled or posted departure; 45 minutes for Atlanta, Fort Lauderdale, Las Vegas, Los Angeles; and 60 minutes for all International flights.
- 1.3.3. Customers wanting to check baggage are required to do so at the reservation counter at least 30 minutes prior to scheduled or posted departure, 45 minutes for Atlanta, Fort Lauderdale, Las Vegas, Los Angeles; and 60 minutes for International flights.

# 2. Confirmed Reservation Validity

## 2.1. Confirmed Reservation Validity

No one shall be entitled to transportation without a confirmed reservation. Customers with confirmed reservations will be entitled to air transportation between airports of origin and destination. Confirmed reservations are valid for the dates and flights indicated in the reservation.

## 2.2. Waiver/Modification of Terms of Contract of Carriage

No employee of Spirit has the authority to modify, waive or alter any term of this Contract of Carriage unless authorized by an officer of Spirit Airlines.

## **3. Fares**

### **3.1. General**

Fares are subject to change until purchased. All fares are per customer for each way of travel and include the base fare plus a 7.5% federal excise tax. Fares do not include certain non ad valorem government imposed taxes and fees where applicable. Fares do not include charges for purchasing reservations on the Internet, the Passenger Usage Fee, or charges for checked baggage or for purchasing a specific seat. Seats may be obtained without charge 24 hours before the flight. Spirit offers a range of fares. On certain discount fares, availability may be limited and restrictions may apply.

### **3.2. Currency**

All fares and charges are listed in United States dollars.

### **3.3. Itinerary Modifications**

#### **3.3.1. Non-Refundable Fares**

For non-refundable reservations, (a) changes or cancellations may be made up to 24 hours prior to departure for a per customer service fee for any changes made to an itinerary, plus any difference in airfare for the alternate requested dates(s) or flight(s), (b) changes or cancellations are not permitted within 24 hours of scheduled departure, (c) failure to provide 24 hours advance notice of cancellation or change will result in the forfeiture of the reservation and its value, and (d) a credit voucher will be issued (less any applicable fees) upon cancellation. Credit vouchers must be used for travel booked and completed within one (1) year from the booking date of the original reservation and have no cash value. Reservations and credit vouchers are non-transferable.

#### **3.3.2. Refundable Fares**

Refundable fares are unrestricted and fully refundable. Changes and cancellations are permitted without a service fee. Reservations are non-transferable and valid from 1 year date of booking.

### **3.4. Stopover**

A stopover is a voluntary interruption in the customer's journey at an intermediate city, which may result in a higher fare based on the sum of the local fares. A stopover occurs when a customer arrived at an intermediate city and fails to depart from that city on the first flight:

3.4.1. on which space is available, or

3.4.2. that will provide for the customer's earliest arrival at another city or the customer's destination.

### **3.5. Routing**

A fare applies only to the following:

3.5.1. Transportation via the intermediate cities specified by Spirit in reference to that fare. Any other routing may subject the customer to an additional charge.

3.5.2. Transportation between the airports. Reservations may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

### **3.6. Children's Fare**

Spirit Airlines does not offer children fares.

## **4. Acceptance/Refusal of Customers**

### **4.1. Identification**

A customer who refuses or fails to produce identification upon request may be denied service.

### **4.2. Conduct/Condition**

A customer shall not be permitted to board the aircraft or may be required to leave an aircraft if that customer's conduct is disorderly, abusive or violent or if the customer:

- 4.2.1. is or appears to be intoxicated or under the influence of drugs;
- 4.2.2. interferes or attempts to interfere with any member of the flight crew in the pursuit of his/her duties;
- 4.2.3. is or is perceived by the flight crew to pose a security threat to the airline and/or other customers;
- 4.2.4. has a contagious disease that is transmissible during the normal course of a flight, e.g., chicken pox;
- 4.2.5. is unable or unwilling to sit in a seat with a seat belt fastened during the normal course of a flight;
- 4.2.6. is barefoot or inadequately clothed; and fails to obey lawful instructions of flight crew members.
- 4.2.7. Customers denied boarding and/or required to leave an aircraft for safety and/or regulatory reasons under paragraph 4.2 and its sub sections will not be eligible for a refund.

### **4.3. Prisoners**

Spirit Airlines will not transport prisoners in the custody of law enforcement under any circumstances with or without restraints.

### **4.4. Respiratory Assistive Devices /Portable Oxygen Concentrators (POCs)**

Certain respiratory assistive devices (including portable oxygen concentrators, respirators, and ventilators) designated by the Federal Aviation Administration may be used on board Spirit Airlines. Customers using such permitted devices must do so strictly in accordance with applicable regulations, including the carriage of sufficient batteries. Spirit Airline personnel are not trained to assist with or operate such devices. Customers may contact Spirit at 1-800-772-7117 or refer to spiritair.com for a list of acceptable devices and associated requirements.

### **4.5. Pregnancy**

Customers who are pregnant are urged to consult with their physician on whether it is safe to travel by air, including with due consideration to the possibility of turbulence, cabin pressurization, significantly increased risk of deep vein thrombosis associated with pregnancy, and lack of ready access to medical care. This is particularly important for women in their ninth month of pregnancy, who are urged to obtain an examination from her physician shortly before flying to confirm that flying by air will be safe. Women with a history of complications or premature delivery should not fly at all. By travelling with Spirit pregnant women acknowledge and accept these risks.

### **4.6. Disabilities**

All customers with disabilities will be provided transportation except when refused transportation per the Federal Aviation Regulations regarding safety. Customers with disabilities need not give advance notice. A 48-hour advance notice is only required for the services, equipment, and accommodations stated in the U.S. Department of Transportation's 14 CFR part 382.37 (c) regarding nondiscrimination on the basis of disability in air travel.

#### **4.6.1. Attendants**

Customers with disabilities are not required to travel with an attendant unless it is determined by the carrier that an attendant is essential for safety as stated in the U.S. Department of Transportation's 14 C.F.R. part 382.29 regarding nondiscrimination on the basis of disability

in air travel. Spirit personnel are not obligated to provide special assistance for personal needs (e.g., assistance in actual eating, assistance within the restroom, provision of medical services).

#### 4.6.2. Customers of Size

Additional Seat Purchase – The purchase of more than one seat for use by a single passenger is required to accommodate a customer of size who encroaches on an adjacent seat area and/or is unable to sit in a single seat with the armrests lowered.

4.6.2.1. The customer of size can either purchase the fare difference to sit in a Big Front Seat or purchase another seat on the aircraft.

4.6.2.2. It is the customer's responsibility to notify Spirit of a unique seating need. In accordance with Contract of Carriage, Spirit may refuse to transport individuals who are unable or unwilling to comply with Spirit's seating requirements. If there are no available seats in the aircraft, customer reservation is refunded without any service fee or the customer will be booked to the next available flight.

### 4.7. Service Animals

Spirit accepts for transportation, without charge, service animals trained to lead the hearing or visually impaired or trained in special assistance for the disabled. Check with the destination country rules for acceptance of service animals as certain countries have restrictions and/or quarantine guidelines.

When properly behaved and accompanying a disabled customer, the service animal will be permitted in the cabin, but may not occupy a seat. Spirit reserves the right to ask if an animal is needed to provide assistance for a disability and may request documentation for service animals.

#### 4.7.1. Emotional Support Animals

Spirit accepts for transportation, without charge, emotional support animals. As permitted under 14 C.F.R. 382.117(f), Spirit may reject certain types of animals, for example, on the basis of safety. If a customer seeks to travel with an animal that is used as an emotional support or psychiatric service animal, Spirit Airlines is not required to accept the animal for transportation in the cabin unless the customer provides current documentation (i.e., no older than one year from the date of the customer's scheduled initial flight) on the letterhead of a licensed mental health professional (e.g., psychiatrist, psychologist, licensed clinical social worker) stating the following:

- (1) The customer has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition (DSM IV);
- (2) The customer needs the emotional support or psychiatric service animal as an accommodation for air travel and/or for activity at the customer's destination;
- (3) The individual providing the assessment is a licensed mental health professional, and the customer is under his or her professional care; and
- (4) The date and type of the mental health professional's license and the state or other jurisdiction in which it was issued.

Animals trained to detect explosives or trained for search and rescue on official duty status may be transported. Spirit Airlines request the right to request documentation.

### 4.8. Refusal to Transport

Spirit may refuse to transport, or remove from any flight, any customer for the following reasons:

4.8.1. Compliance with any government regulation or with government request for emergency transportation in connection with national defense or national disasters (actual, threatened, or reported).

- 4.8.2. Whenever necessary or advisable by reason of weather or other conditions beyond its control (including, without limitation, acts of God, labor disturbances, strikes, civil commotions, embargoes, wars, hostilities, or disturbances) actual, threatened, or reported.
- 4.8.3. Refusal by a customer to permit a search of person or property for explosives, or for deadly or dangerous weapons, articles, or substances.
- 4.8.4. Spirit may refuse to transport any customer who is traveling across any international boundary if:
- 4.8.4.1. the travel documents of such customer are not in order;
  - 4.8.4.2. for any reason, such customer's embarkation from, transit through or entry into any country from, through, or to which such customer desires transportation would be unlawful; or
  - 4.8.4.3. such customer fails or refuses to comply with the rules and regulations of Spirit.

## **4.9. Passports/Visas**

Compliance with Regulations:

- 4.9.1. The customer shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of Spirit. Spirit shall not be liable for any aid or information given by any agent or employee of Spirit to any customer in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or the consequences to any customer resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.
- 4.9.2. Spirit is not liable to the customer for loss of expenses due to the customer's failure to comply with this provision. Spirit reserves, in its sole discretion, the right to refuse carriage to any customer who has not, in the judgment of Spirit, complied with applicable laws and regulations.
- 4.9.3. The customer agrees to pay the applicable fare whenever Spirit, on government order, is required to return a customer to his or her point of origin or elsewhere due to the customer's inadmissibility into or deportation from a country, whether of transit or of destination.
- 4.9.4. Spirit reserves the right to hold, photocopy, or otherwise make an image reproduction of a travel document presented by any customer and accepted by Spirit as a condition of boarding.

## **5. Acceptance of Children**

### **5.1. Accompanied Children**

- 5.1.1. For travel wholly within the United States and its territories, children under 15 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a customer at least 15 years of age.
- 5.1.2. For travel to/from an international destination, children under 15 years of age must be accompanied by a customer 15 years of age or older, and are required to have a valid passport and all foreign government documentation required for entry into and departure from the foreign country. These documents must be provided to Spirit at time of check in. It is the customer's responsibility to verify foreign government documentation and entry requirements.

### **5.2. Unaccompanied Children**

Unaccompanied children are accepted for transportation as follows:

- 5.2.1. For travel wholly within the United States and its territories, children at least 5 years of age through 14 years of age are accepted for unaccompanied travel on Spirit flights that do not

involve a scheduled change of aircraft (i.e., connecting flights). Unaccompanied children will not be accepted for travel on connecting flights nor on international flights.

5.2.2. Children less than 5 years of age will not be accepted for unaccompanied travel.

5.2.3. All travel by unaccompanied children must be on flights on which the child holds a confirmed reservation. The unaccompanied child must be brought to the airport by the parent or other responsible adult who must remain until 15 minutes after the flight's departure. Spirit must be provided the name and phone number of the parent or other responsible adult who will meet the child upon deplaning.

5.2.3.1. The Customer Service Agent documents the information on an Unaccompanied Minor form, and places a copy of this information into a pouch. The pouch is then placed around the child's neck to identify to the Flight Attendants that the child is traveling alone as an unaccompanied minor.

5.2.3.2. The person dropping off the child must obtain a gate pass at the reservation counter (where permitted), escort the child to the gate, and remain in the gate area with the unaccompanied minor for at least 15 minutes after the flight takes off. The person picking up the unaccompanied minor must obtain a gate pass at the reservation counter (where permitted) to proceed to the gate for the arrival of the flight. Spirit Airlines requires a photo identification from the person(s) designated to meet the minor at the destination and will not release the child to anyone else.

5.2.3.3. Spirit Airlines will not assume any financial or guardianship responsibilities for an unaccompanied child beyond those applicable to an adult customer. In addition, Spirit Airlines will not assume any liability for any out-of-pocket expenses incurred by the adult transporting the unaccompanied minor from the airport when there is a delay and/or flight cancellation.

5.2.4. A service fee will apply for all unaccompanied minors and includes Federal Excise Tax required to be collected and remitted to the U.S. government.

5.2.5. Gate Passes and Handling Procedures for Unaccompanied Minors

All Unaccompanied Minors must check in at the reservation counter. The person bringing and picking up the Unaccompanied Minor must obtain a gate pass at the reservation counter at the airport permitting them to accompany the minor to the gate. Electronic Gate Passes are only provided for an escort of an Unaccompanied Minor and for people who require assistance. They are not issued to anyone who requests a gate pass; there must be a valid reason. TSA requirements/security restrictions may vary based on the airport.

5.2.6. Traveling to/from international destinations, Spirit does not offer unaccompanied minor service. Young adults aged 15 or older can travel alone provided they have a valid passport and any other documents required by the country they are traveling to.

### **5.3. Infants**

5.3.1. Spirit encourages all adults traveling with children under the age of two (2) to purchase a seat for the child and secure the child in an FAA approved car seat. A paying adult customer may carry on his or her lap one child over seven (7) days and under two (2) years of age. A birth certificate may be required to validate the child's age.

5.3.2. If space is available after boarding, or if a separate reservation has been made for the child over seven (7) days and under two (2) years of age, the child may travel in a separate seat, provided that the child must be securely placed in an FAA approved child restraint system (car seat) that conforms to the following guidelines:

5.3.2.1. Child Seats manufactured before 2/26/1985 must bear the label "This child restraint system conforms to all applicable federal motor vehicle safety standards."

- 5.3.2.2. Child Seats manufactured after 2/25/1985 must bear the following two labels: 1) "This child restraint system conforms to all applicable federal motor vehicle safety standards" and 2) This restraint is certified for use in motor vehicles and aircraft."
- 5.3.2.3. Child Seats bearing the approval of a foreign government or seats manufactured under the standards of the United Nations are also acceptable.
- 5.3.3. An infant, age seven (7) days or less or an infant requiring an incubator or other life-support systems shall be denied boarding.
- 5.3.4. On Spirit Aircraft there are specific placement policies for child car seats. See Travel Policies on [www.spiritair.com](http://www.spiritair.com).

## **6. Baggage**

### **6.1. Carry-On Baggage**

- 6.1.1. One (1) carry-on item is permitted in the aircraft cabin.
- 6.1.2. Spirit Airlines customers may bring one (1) carry-on bag plus a personal item (such as a purse, briefcase, or laptop computer) on board at no charge.
- 6.1.3. A carry-on bag must fit under your seat or in the overhead bin. Carry-on bag dimensions may not exceed 24 inches by 16 inches by 12 inches (61cm x 40.6cm x 30.5cm).
- 6.1.4. The following items are not counted as carry-on items: outer garments, wrap, umbrella, walking stick and other assistive devices, infant bag, camera, binoculars, reading material for the flight, or food for consumption on board the flight.
- 6.1.5. Spirit may require that a carry-on be checked as baggage if the item cannot be safely stowed on a particular flight. Excess items will be charged according to checked baggage fees.
- 6.1.6. Car Seats
  - 6.1.6.1. Car seats may be carried on board the aircraft if a seat has been purchased for the child; one child per car seat. If the car seat is not able to be safely accommodated on the aircraft (ex. car seat too large for the aircraft seat) and the customer has purchased an extra seat, a refund will be issued without penalty.

### **6.2. Checked Baggage**

- 6.2.1. Fees apply for all checked baggage. All checked baggage fees are non-refundable and may be paid in advance or at the airport. Spirit offers a discount for reserving space for your checked bags ahead of flight departure.
- 6.2.2. Standard Size and Weight and General Requirements:
  - 6.2.2.1. Any checked baggage that exceeds the standard size and weight limit is subject to excess baggage fees in addition to the standard checked bag fee. Spirit Airlines will not accept baggage that weighs more than 99 pounds, measures more than 80 linear inches in a single dimension, or has combined dimensions exceeding 160 linear inches.
  - 6.2.2.2. A standard checked bag is defined as a bag not exceeding 62 linear inches (length + width + height) in overall size and 50 pounds in weight.
  - 6.2.2.3. Special items such as pets, surfboards, bicycles and other sporting equipment are not included in the customer's standard baggage allowance and are subject to an extra charge.
- 6.2.3. Year Round / High Peak Season Baggage Limitations:
  - 6.2.3.1. Only one checked bag per customer is permitted to/from certain destinations year round or during high peak seasons, whether reserved online in advance or at the airport.
- 6.2.4. Spirit will check baggage for a customer with a valid reservation subject to the following conditions:

6.2.4.1. Baggage must be checked at the airport in advance of flight departures. Baggage will not be accepted more than four (4) hours before schedule departure time.

6.2.4.2. Name identification is required on the outside of all baggage. Spirit recommends placing identification, including phone number, on the inside as well.

6.2.5. Baggage will only be checked to:

6.2.5.1. To the customer's final destination or to the customer's next airport of stopover.

6.2.5.2. Note: Spirit will refuse to transport or will remove at any airport, baggage that a customer refuses to submit for inspection. Spirit may refuse to transport a customer's baggage on any flight other than the flight carrying the customer.

Bassinets, infant/child seats, and strollers are accepted as checked baggage at no charge, and are NOT considered part of the customer's baggage allowance.

Wheelchairs and other mobility devices are accepted as checked baggage at no extra charge, and are NOT considered part of the customer's normal baggage allowance.

6.2.6. Delayed, Damaged and Lost Baggage

Spirit Airlines is a member of [NetTracer](#) - a computerized baggage tracing system with over 300 member airlines and 2,200 airports worldwide participating to assist in the location of misdirected customer baggage. If a bag is delayed, a Spirit Airlines representative must be notified before leaving the airport or no later than four hours of arrival (unless applicable law or treaty provides for a longer period of time) at your destination.

Central Baggage Service office can be contacted Monday through Friday from 9:00am to 5:00pm Eastern Time at 1-877-888-5926 Option 2.

6.2.7. Delayed Bag - Reimbursable Expenses

Spirit Airlines allows reasonable interim expenses for customers. Interim expenses incurred are limited to reasonable personal items such as clothing and toiletries purchased as a result of the delay and must be receipted.

6.2.8. Delayed Bags – In Excess of Five Days

If your baggage has not been located and returned within five days, mail a [Customer Property Form](#) to the Central Baggage Claims Office.

Spirit Airlines Baggage Claims

ATTENTION: Luggage Resolution Department

Spirit Airlines, Inc.

2800 Executive Way

Miramar, FL 33025

Fax: (248)-727-2674

6.2.9. Damaged Bags

If your bag is damaged, a Spirit Airlines representative must be notified within 4 hours of arrival (unless applicable law or treaty provides for a longer period of time) at your destination. All reports must be made in person at the airport.

Spirit Airlines is not responsible for conditions that result from normal wear and tear, or the following: damage to: wheels, feet, zippers, extending handles, over-packing of the bag, fragile or perishable items, loss of external locks, pull or security straps, and manufacturer's defects.

### 6.3. Fragile and Perishable Items

Fragile/Perishable items may be accepted if a release is signed that indemnifies Spirit against liability for damage to, loss or spoilage of, or delay in delivery resulting in damage to, loss or spoilage of such items. The following are some examples of items that are fragile or perishable, or otherwise unsuitable as checked baggage, and are subject to the conditions of acceptance set forth above: bicycles, blueprints, cameras, ceramics, china, crystal, dolls, figurines, flash equipment, flowers, glass or glass containers, lenses, maps, mirrors, models, musical equipment, paintings, perfumes, liquids, bottles, musical instruments, plants, sculptures, strollers, trophies, vases and wines.

Perishable items include, without limitation, items such as fruit, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers and floral displays and plants and the like.

Spirit will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling, the size, weight or character of which makes it unsuitable for transportation, or that cannot be accommodated without harming or annoying customers. Fragile and perishable items will be accepted if the tube, container or case is designed for shipping such items or it is packed with airline approved, protective material.

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

- 6.4.1. The following items may be accepted as carry-on and/or checked baggage with restrictions. Checked Baggage Fees apply to ALL checked items. Additional fees apply for Special Items and are outlined below where applicable. Checked baggage may require a limited liability release tag, which can be obtained at the Spirit Airline's reservation counter.

SPIRIT DOES NOT PROVIDE SHIPPING BOXES.

- 6.4.1.1. Alcohol  
A maximum of 5 L or 1.3 gallons of liquor products containing between 24% and 70% alcohol by volume are allowed to be carried per customer. Liquor products over 140 proof or 70% alcohol by volume are not allowed onboard the aircraft. Containers must be unopened and packaged so as not to break or leak. Liquor cartons provided for hand carriage by Duty Free Shops are permitted, however, if more than 3 oz., U.S. Customs requires the item to be checked as baggage. A release form will also need to be signed by the customer.
- 6.4.1.2. Antlers  
Antlers will be accepted as baggage. The following conditions of acceptance apply: Dimension (H + W + L) must not exceed 120 inches. Head/skull must be completely clean and free of residue. Points must be covered and protected. One rack per customer with a confirmed reservation and cannot be combined or cradled with 2 or more racks. A release form will also need to be signed by the customer.
- 6.4.1.3. Archery Equipment  
Archery equipment will be accepted as baggage. One item of archery equipment consists of: One bow, One quiver, One maintenance kit. Archery equipment must be packed in a case or container of sufficient strength to protect the bows and quiver with arrows from accidental damage. A release form will also need to be signed by the customer.
- 6.4.1.4. Artistic Items  
Oversized pictures, drawings, statues, models, souvenirs, art objects, curios and similar articles. Small items accepted in carry-on. A release form will also need to be signed by the customer.
- 6.4.1.5. Balls/Balloons  
Footballs, soccer balls, basketballs, volleyballs may be transported. Items may need to be slightly deflated for safe transport. Helium balloons may be transported if completely deflated. These items are acceptable as carry-on or checked baggage. A release form will also need to be signed by the customer.
- 6.4.1.6. Baseball Equipment  
Baseball equipment will be accepted as baggage. A release form will also need to be signed by the customer. One item of baseball equipment consists of: 4 bats, Helmet, Uniform, Cleats, Batting gloves, Glove, Catcher will have additional equipment (padding, mask, etc.).
- 6.4.1.7. Bicycles  
Bicycles will be accepted as checked baggage for an additional charge per direction (charged at the airport on the day of departure). One item of bicycle equipment is defined as one non-motorized touring or racing bicycle with a single seat. Bicycles

should be prepared for transportation by the customer. Bicycle must be placed in a cardboard or hard cased bike container. Bicycle tires must be deflated. Bicycles not enclosed will not be accepted. A release form will also need to be signed by the customer.

- 6.4.1.8. **Boogie Boards**  
Boogie boards will be accepted as baggage. A release form will also need to be signed by the customer.
- 6.4.1.9. **Bowling Equipment**  
Bowling equipment will be accepted as baggage. A release form will also need to be signed by the customer. One unit of bowling equipment consists of: 3 bowling balls, 1 bowling bag, 1 pair of shoes. Bowling bags are acceptable as carry on bags but must fit under the seat in front of you, and contain only one (1) bowling ball. Bowling balls may not be stowed in the overhead bins.
- 6.4.1.10. **Boxes and Plastic Containers**  
Boxes may be transported to all locations except when embargos are in place. The following conditions apply: Boxes may be opened and inspected upon check-in. Boxes must meet the same restrictions contained in our baggage acceptance policy. Boxes must have the strength to hold the contents. Spirit is not responsible for packaging/re-packaging any boxes. Boxes and plastic containers (such as Rubbermaid®) are accepted on both domestic and international flights with the following conditions: A Limited Liability Release tag must be completed, and waiver signed by the customer. Boxes must meet the same size and weight restrictions as checked baggage; excess, oversize, and overweight charges may apply. Boxes containing or having contained hazardous material are not accepted.
- 6.4.1.11. **Camping Gear**  
Backpacks, sleeping bags, and knapsacks made of plastic, vinyl, or other easily torn material with or without metal frames, outside pockets, or protruding straps and buckles are acceptable as checked baggage only. Any dangerous goods such as flares, camping stove fuel, etc. may not be carried. A release form will also need to be signed by the customer.
- 6.4.1.12. **Ceramics/Chinaware/Glass**  
Pots, statues, bowls, dishes, glasses or other containers made of clay hardened by heat, earthenware, crockery, and containers or ornaments made of porcelain or baked clay; and items made of or containing glass and similar articles may be accepted as checked baggage if properly packed. A release form will also need to be signed by the customer.
- 6.4.1.13. **Chainsaws**  
Electric chainsaws are acceptable as checked luggage ONLY, provided they are packaged in original container or hard sided container for safe transport. A release form will also need to be signed by the customer. Spirit does not permit other types of powered chain saws, such as fuel or gas powered, on any flight due to the DOT's requirements for transporting hazardous materials.
- 6.4.1.14. **Dry Ice**  
As carry on, Spirit accepts solid dry ice in quantities not exceeding 5 lbs. Dry ice must be used as a refrigerant for the contents of the package, and must be packaged in a ventilated container. As checked baggage, Spirit accepts solid dry ice in quantities not exceeding 5 lbs. The container must be marked with the name of the contents being cooled, net weight and also marked CARBON DIOXIDE. A release form will also need to be signed by the customer.
- 6.4.1.15. **Electronic Cigarettes (e-cigarettes)**  
E-cigarettes are not allowed to be used onboard any Spirit Airlines flight.

- 6.4.1.16. **Electronics**  
All video and audio devices including, but not limited to televisions, radios, computers, stereo equipment, VCR players, VCR recorders and their accessories, typewriters, hair dryers, sewing machines, specialized equipment, and similar articles may be accepted. A release form will also need to be signed by the customer.
- 6.4.1.17. **Firearms**  
Spirit Airlines will allow customers to transport firearms in accordance with applicable regulations. Except for personnel authorized by the federal government, the following conditions must be met: (i) firearms are accepted as checked baggage only, (ii) firearms must be packed in a hard-sided container specifically designed for the firearm; a locked hard-sided gun case; a locked hard-sided piece of luggage. A handgun packed in a hard-sided gun case may be packed inside a soft-sided piece of luggage. A Conditional Acceptance Tag must be used in this case. Firearms may not be checked curbside. No one under 18 years of age may check a firearm. A customer who presents baggage containing a firearm must declare that the weapon is unloaded. Baggage containing firearms must be locked at all times and the key or lock combination retained by the customer. A Firearm Declaration form must be signed and placed on the outside of the locked case containing the firearm. Ammunition must be packed in the original manufacturing package or metal/wood box, with a maximum of 11 pounds per customer. Loose ammunition or clips will not be accepted. Spirit Airlines allows only one (1) checked firearm per customer. NOTE: Firearms are NOT permitted to/from international destinations.
- 6.4.1.18. **Fishing Equipment**  
Fishing poles should be boxed or in a case. A release form will also need to be signed by the customer. One item of fishing equipment consists of: Two rods, One reel, One landing net, One pair of waders (properly encased), and one tackle box.
- 6.4.1.19. **Golf Equipment**  
Golf equipment will be accepted as baggage. Golf clubs can be transported as a normal checked item if within the weight limit (size limits are waived for golf clubs). Overweight charges apply. Fees will apply and clubs must be within the baggage weight limits. A release form will also need to be signed by the customer for soft-sided golf bags. One item of golf equipment consists of: One golf bag, containing no more than 14 golf clubs, 12 golf balls, one pair of golf shoes. A pull cart may be included if it is attached to the golf bag. Golf equipment should be enclosed with a cover to prevent loss of contents. Hard sided carriers are recommended.
- 6.4.1.20. **Hockey Equipment**  
Hockey equipment not exceeding 50 lbs will be accepted as baggage. A release form will also need to be signed by the customer. One item of hockey equipment consists of: Hockey pads, Helmet, Hockey pants/jersey, Gloves, Skates and 2 hockey sticks.
- 6.4.1.21. **Household Articles**  
Lamps, lamp shades, furniture and items of similar nature are acceptable if properly packaged. A release form will also need to be signed by the customer. These items will be accepted in as baggage in lieu of a piece of standard baggage.
- 6.4.1.22. **Ice**  
Spirit does not accept any form of loose or cubed ice for transport to be packed in coolers, lunch bags, etc. Frozen water in bottles or ice packs can be used as a refrigerant. A release form will also need to be signed by the customer.
- 6.4.1.23. **Incubators**  
Incubators are NOT allowed for transport.
- 6.4.1.24. **Lacrosse Equipment**  
Lacrosse equipment will be accepted as baggage. A release form will also need to be signed by the customer. One item of lacrosse equipment consists of: 2 lacrosse sticks, Helmet, Gloves, Shoulder pads and Uniform.

- 6.4.1.25. **Martial Arts**  
Billy clubs, blackjacks, brass knuckles, kuboton, martial arts weapons, night sticks, nunchaku, stun guns, shocking devices and throwing stars are accepted as checked baggage only. A release form will also need to be signed by the customer.
- 6.4.1.26. **Musical Instruments**  
Musical instruments are considered a fragile item. Fragile items will be accepted as checked baggage if they are appropriately packaged in a container/case designed for shipping such items. Fragile items without appropriate packaging will be accepted for domestic travel upon the execution of a release furnished by Spirit Airlines relieving Spirit Airlines of liability for loss/damage of checked baggage. Musical instruments are permitted as carry-on baggage as long as they fit within Spirit Airlines carry-on dimensions of 24" + 16"+ 12" inches length + width + height.
- 6.4.1.27. **Musical Instruments as Seat Baggage**  
Spirit Airlines allows customers to carry their musical instrument in the cabin with them if the instrument exceeds the size restrictions for carry-on baggage and/or the customer believes that the instrument is too fragile to be handled as checked baggage. The customer must purchase an extra seat for the instrument. Cost of the seat is the applicable fare for the portions of the flight that the extra seat is requested plus sales tax. The musical instrument must be secured in or against a window seat (not in an Emergency Exit Row). The customer must be seated in the seat directly next to the instrument. Seat baggage must not weigh more than 170 lbs. and must meet the size restrictions based on aircraft type and cannot block placards or signs.
- 6.4.1.28. **Nebulizers**  
Nebulizers, Respirators and Ventilators can be brought on board Spirit aircraft. Such devices with labels showing that they meet FAA safety requirements can be used during flight.
- 6.4.1.29. **Oxygen**  
Contained oxygen and other gasses, e.g., in cylinders, canisters may not be carried on Spirit's aircraft as checked baggage or carry-on. Spirit does not offer oxygen onboard its aircraft.
- 6.4.1.30. **Paintball Equipment**  
Paintball guns are prohibited from carry-on luggage. These items should be packed in checked luggage. Paintball guns are not considered a firearm and may be transported in unlocked, soft or hard-sided luggage. A release form will also need to be signed by the customer. Compressed gas cylinders are NOT permitted for carriage on Spirit Airlines. They are considered a hazardous material and Spirit Airlines does not carry such materials.
- 6.4.1.31. **Parachute Equipment**  
Parachute equipment will be accepted as baggage. A release form will also need to be signed by the customer. One item of parachuting equipment consists of: One sporting parachute and any additional items (example: rigging, etc) securely attached. Sporting parachutes are acceptable as carry-on baggage provided the parachute and its accessories meet carry-on size limitations and do not include any items that are prohibited from being carried, e.g., compressed gas cylinders or flares.
- 6.4.1.32. **Perishables**  
Cut flowers, plants, foods such as fruits, vegetables, untreated animal skins or hides, and similar articles requiring maintenance at specific temperatures such as medicine must meet local agricultural guidelines. A release form will also need to be signed by the customer.
- 6.4.1.33. **Photographic Equipment**  
All cameras, including but not limited to, VCR recorders/players, photoflash equipment, photometers, spectrosopes, photo tubes, and/or other similar devices

using sensitive tubes or plates and film (still or movie), exposed or unexposed, as well as all related attachments or accessories. A release form will also need to be signed by the customer. NOTE: Chemicals used for film development are NOT accepted for transport.

- 6.4.1.34. **Portable Oxygen Concentrators**  
Portable oxygen concentrators (POC) are battery-powered concentrators that provide the user with a pulse flow of concentrated oxygen, without storing oxygen. There are eleven units that are FAA approved for aircraft travel: AirSep FreeStyle, AirSep LifeStyle (must also have a sticker that states RTCS/DO compliant), Delphi Evo Central Air, DeVilbiss Healthcare's iGo, Inogen One, Inogen's Inogen One G2, International Biophysics Corporation's LifeChoice, Invacare XPO2, Oxlife's Independence Oxygen Concentrator, Respironics Inc. EverGo, and SeQual Eclipse. These items may be used on Spirit aircraft and do not count toward the customer's carry-on baggage.
- 6.4.1.35. **Precision Instruments**  
Microscopes, oscilloscopes, meters, counters, polygraphs, electrographs, medical equipment and similar articles will be accepted as baggage. A release form will also need to be signed by the customer.
- 6.4.1.36. **Ski Equipment (Water or Snow)**  
Ski equipment may be accepted as baggage. A release form will also need to be signed by the customer. One unit of ski equipment consists of: One pair of skis or one snowboard, One pair of ski poles, One pair of ski bindings, and One pair of ski boots. Spirit Airlines will accept double ski bags; however, the maximum allowance per customer is one pair of skis, one pair of ski boots, one pair of ski poles and one pair of ski bindings.
- 6.4.1.37. **Scuba Diving Equipment**  
Scuba diving equipment (except for tanks) will be accepted. Sharp objects such as unloaded spear guns, knives and tools must be packed in checked luggage only, and must be sheathed or securely wrapped. A release form will also need to be signed by the customer. Scuba diving equipment consists of: one regulator, one mask, two fins, one snorkel, one knife, one unloaded spear gun, one BCD vest, and one dive lamp (Battery must be removed from lamp). Scuba tanks will be accepted as checked baggage for an additional charge provided that the tank is completely empty and the valve is removed.
- 6.4.1.38. **Surfboards**  
Surfboards will be accepted as checked baggage for an additional charge. One item of surfing equipment consists of: one surfboard. When packaging a surfboard, keels and/or kedges must be removed or crated in such a manner so as to prevent damage to other baggage. A release form will also need to be signed by the customer.
- 6.4.1.39. **Snowboards**  
One item of skiing equipment includes one of the following: a snowboard. All ski equipment must be properly encased. These items are acceptable as checked baggage only. A release form will also need to be signed by the customer.
- 6.4.1.40. **Tennis**  
Tennis equipment will be accepted as baggage. A release form will also need to be signed by the customer. One item of tennis equipment consists of: Tennis equipment contained in a case.
- 6.4.1.41. **Tools/Power Tools**  
Axes, hatchets, cattle prods, crowbars, hammers, drills, table saws, screwdrivers, wrenches pliers and electric chain saws only. Acceptable as checked baggage only.
- 6.4.1.42. **Wheelchairs**

In addition to the standard baggage allowance and at no charge, Spirit Airlines will accept one wheelchair per customer according to the following requirements and limitations: The wheelchair will be carried in the cargo compartment of the aircraft, if in-cabin storage space is not available. All types of wheelchairs are accepted, collapsible or non collapsible, electric-powered with wet or dry cell batteries. At the time of check-in, electric-powered wheelchairs must have cables disconnected and terminals protected against electrical shortages. For wet cell battery powered wheelchairs, customers must provide Spirit Airlines 24 hours notice of intent to transport. Customers must check in at the departure gate at least 45 minutes prior to the scheduled flight departure time. Battery must be disconnected and terminals protected against electrical shorting. Battery must be contained in a leak proof box fastened securely to the wheelchair. It may be necessary to remove the battery if the wheelchair cannot be loaded, stowed, and unloaded in an upright manner.

6.4.1.43. Windsurfing Equipment

Windsurfing equipment is not accepted for transportation on Spirit Airlines.

6.4.1.44. Wakeboards

Wakeboards are accepted. A release form will also need to be signed by the customer.

6.4.1.45. Wood Carvings

Wood carvings will be accepted as carry-on or check baggage. A release form will also need to be signed by the customer. Note: Customers transporting wood carvings to/from Jamaica are required to place in Checked Baggage per Jamaican government.

6.4.1.46. Urns

Customers may transport an urn/crematory container. The TSA suggests that a customer purchase a temporary or permanent crematory container made of a lighter weight material such as wood or plastic that can be successfully x-rayed.

6.4.2. Seat Baggage

An item of baggage may occupy a seat subject to applicable regulations, provided the customer accompanies the property, the item meets specified dimensions, the item can be properly secured by the seatbelt, reservations are made in advance, and the applicable fare is paid. Items accepted as seat baggage cannot block placards or signs. No pets are accepted as seat baggage.

6.4.3. Pet Animals in Cabin

Spirit Airlines does not accept pets in cabin for travel on international flights except in the case of service animals. Depending on the international destination, specific documentation regarding the service animal may be required. Please contact Spirit Customer Service at 800-772-7117 (or for Spanish, 800-756-7117).

6.4.3.1. Transportation of pet animals in cabin must meet the following conditions:

On domestic flights (between two points within the United States or between the United States and Puerto Rico and St. Thomas, U.S.V.I.), Spirit will accept, for an extra charge, small pets (domestic dogs, cats and in some cities small household birds). Check with Spiritair.com for specifics on bird restrictions. Spirit will accept for transportation in the customer cabin under the following conditions:

1). The animal is harmless, not offensive, odorless, and requires no attention during transit.

2). The container must be inspected and approved by Spirit and able to fit underneath the seat in front of the customer traveling with the animal. (Maximum container size is 18" x 14" x 9" (45.72 cm x 35.56 cm x 22.86 cm) in overall dimensions (LxWxH). The combined weight of the pet and carrier may not exceed 40 pounds (18.14 kg). The pet must be able to stand and turn around in the container.

- 3). Only one (1) pet container, with a maximum of two (2) pets per container, per customer with a confirmed reservation is permitted. The pet(s) may not be removed from the container during transit.
- 4). A maximum of four (4) pet containers is allowed per aircraft cabin.
- 5). In the event the animal becomes offensive or causes a disturbance during transit; the pet will be removed at the first en route stop.
- 6). Spirit assumes no responsibility for the impaired health or death of the animal.
- 7). There is a service charge for each pet in a container.

#### 6.4.4. Pet Animals Checked as Baggage:

Spirit Airlines does not accept pets as cargo or as checked baggage.

## 6.5. Restricted Articles

The following are classified as hazardous and may not be carried in baggage. The list is not all-inclusive and Spirit may reject any substance it deems to be a threat to safety.

6.5.1. Liquor products over 140 proof

6.5.2. Gasoline-powered tools

6.5.3. Compressed gases

6.5.4. Corrosives (such as acids and wet batteries)

6.5.5. Explosives (such as dynamite, but also including fireworks)

6.5.6. Flammables (such as matches and lighter fuels)

6.5.7. Poisons

6.5.8. Magnetic and radioactive materials and all other items by government regulations

6.5.9. Additional prohibited or restricted hazardous or dangerous goods and materials can be found in the following resources in effect at the time of travel:

6.5.9.1. U.S. Department of Transportation (DOT) hazardous materials regulations (49CFR 171-177)

6.5.9.2. IATA dangerous goods regulations

6.5.9.3. U.S. Transportation Security Administration permitted and prohibited items

## 6.6. Limitations of Liability

Spirit does not accept the following items in or as checked or carry-on baggage and assumes no responsibility or liability for such items: money, negotiable papers, securities, business documents, irreplaceable books, manuscripts, publications, photographic or electronic equipment, computers, computer hardware or software, jewelry, watches, eyeglasses (prescription or non-prescription), silverware, china, precious metals, heirlooms, furs, tobacco products, antiques, artifacts, paintings and other works of art, medicines, human organs, perfumes, samples, or any similar valuable or fragile items or items not packaged in accordance with other rules here. Such items will be presumed not to be in any bag checked with Spirit.

In the case of baggage damage, delay or loss, a Luggage Service Report must be filed in person at the final destination. Such report must be filed within four (4) hours of the arrival (unless applicable law or treaty provides for a longer period of time) of the flight on which the customer traveled. Spirit Airlines will not be liable for loss or damage to unchecked baggage unless such damage is caused by our negligence, which does not include damage resulting from turbulence or shifting of items during flight.

Spirit will not be liable for loss, damage, or delay as the result of actions taken by the Transportation Security Administration (TSA), Customs, or other governmental agencies.

Reasonable efforts will be made to deliver delayed baggage within 24 hours of flight arrival. Baggage delayed due to customer's late check-in, change in destination after check-in or a customer traveling Stand-by, will be delivered at the customer's expense.

Except to the extent inconsistent with applicable laws, Spirit Airlines will not accept liability for cosmetic and/or superficial damage caused to baggage as a result of normal wear and tear during the course of any of the operations of carriage.

**6.6.1. Domestic Baggage – Limitation of Liability**

For travel wholly between U.S. points, liability for loss, delay or damage to checked baggage is limited to \$3,300 per customer holding a confirmed reservation.

**6.6.2. International Baggage – Limitation of Liability**

6.6.2.1. Spirit will not accept any agricultural items, perishable items or any product that does not conform to the Customs and/or Agricultural government entities of any foreign country that the customer is entering into or leaving from on a Spirit flight.

6.6.2.2. Spirit will not accept Human Remains.

6.6.2.3. Limitations on excess, oversized, and overweight luggage apply.

6.6.2.4. For travel to/from international destinations the limitations of liability, as applicable, under the Warsaw Convention or the Montreal Convention will apply.

6.6.2.5. For international travel (including domestic portions of international itineraries) to which the Warsaw Convention applies:

Liability for loss, delay or damage is limited to a maximum of \$9.07 per pound (\$20 per kilo) for checked baggage, and \$400 per customer with a confirmed reservation for unchecked baggage.

Liability is for a maximum of 50 lbs/23 kgs (\$453.50) per checked bag, unless the customer pays an excess baggage charge, and the precise weight of the baggage is noted on the customer's baggage claim check. (This limit may be lowered for additional pieces to certain international destinations or when using connecting carriers.)

6.6.2.6. For international travel (including domestic portions of international itineraries) to which the Montreal Convention applies:

Liability for loss or damage to baggage is limited to 1,131 Special Drawing Rights (effective 12/30/09) per customer with a confirmed reservation (1000 SDRs until 12/30/09). Spirit Airlines will use the date of travel to determine the applicable exchange rate.

For international travel, the weight of each piece of checked baggage is presumed to be the applicable standard baggage allowance set forth above. This weight will establish the carrier's maximum liability, unless excess weight is clearly noted on the Customer's claim check, and additional charges are paid. If the weight of the Baggage is not recorded on the Baggage Check, then it is presumed that the weight of the baggage falls within the standard baggage allowance set forth above.

6.6.3. Spirit does not accept declarations of higher value.

## **7. Delayed and Canceled Flights**

### **7.1. Spirit Airlines Responsibility for Schedules and Operations**

Times shown in a timetable or elsewhere are not guaranteed and form no part of the terms of transportation. Spirit may, without notice, substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the reservation. Schedules are subject to change without notice. Spirit is not responsible or liable for making connections, or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

## **7.2. Rebooking**

When a customer holding a confirmed reservation on a flight will be delayed because of a schedule irregularity (including but not limited to, a missed connection, flight cancellation, omission of a scheduled stop, substitution of equipment, a different class of service or schedule change), Spirit will rebook the customer on Spirit's first available flight on which seats are available to the customer's destination without additional charge.

Spirit will not reimburse customers for flights that they take on other carriers.

## **7.3. Amenities/Services for Customers**

Spirit will not assume expenses incurred as a result of a flight delay, cancellation, or schedule change. Spirit may provide limited amenities and services, which may be required by certain customers in order to maintain their safety, health and welfare. Amenities provided by Spirit are provided as a courtesy to the customer and are not to be considered an obligation of Spirit. No lodging will be provided to a customer on any Spirit flight which is delayed or canceled in the originating city on the customer's reservation.

## **8. Denied Boarding**

When Spirit is unable to provide a previously confirmed seat due to an oversell condition, Spirit will take voluntary and/or involuntary denied boarding customers in accordance with regulations of the U.S. Department of Transportation action as specified below:

### **8.1. Voluntary**

If a flight is oversold (more customers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until airline personnel first ask for volunteers who will give up their reservations willingly in exchange for payment of Spirit's choosing.

### **8.2. Involuntary**

If a flight is oversold and there are not enough volunteers, other customers may be denied boarding involuntarily in accordance with the following:

8.2.1. The last customer(s) to check in may be denied boarding in the event of an oversell, however Spirit reserves the right to determine the manner of priority per 14 C.F.R. Section 250.3.

### **8.3. Exceptions to Payment of Compensation for Denied Boarding**

No denied boarding compensation will be made if:

8.3.1. The denied boarding is a result of the cancellation of a flight or a substitution of an aircraft of lesser capacity when required for operational or safety reasons.

8.3.2. The customer is accommodated on a flight scheduled to arrive within one (1) hour of the original arrival time.

8.3.3. The customer has not fully complied with the airline's reservation or check-in time limits or the customer is not acceptable for transportation under the airline's usual rules and practices.

### **8.4. Denied Boarding Compensation**

The regulations at 14 C.F.R. Sec. 250.5(b) provide:

Carriers may offer free or reduced rate air transportation in lieu of the cash due under paragraph (a) of the section if (1) the value of the transportation benefit offered is equal to or greater than the cash payment otherwise required, and (2) the carrier informs the customer of the amount of cash compensation that would otherwise be due and that the customer may decline the transportation benefit and receive the cash payment.

8.4.1. With a zero (0) to one (1) hour arrival delay, no monetary compensation is due.

- 8.4.2. With a one (1) to two (2) hour arrival delay (or one (1) to four (4) hours on international flights), the compensation is equal to 100% of the sum of the face value of the remaining flight coupons for the denied boarding segment(s), with a \$400.00 USD maximum.
- 8.4.3. With an arrival delay over two (2) hours (or more than four (4) hours on international flights), the compensation is equal to 200% of the sum of the face value of the remaining flight coupons for the denied boarding segment(s), with a \$800.00 USD maximum.
- 8.4.4. If the airline cannot arrange alternate transportation\* for the customer, the compensation is equal to 200% of the sum of the face value of the remaining flight coupons for the denied boarding segment(s), with a \$800.00 USD maximum, in addition to a refund.

All unused Spirit flight coupons one way, including connection flights to the customer's final destination or first four (4) hour stopover, are used to compute the compensation.

\*Alternate transportation is air transportation or other transportation used by the customer which, at the time the arrangement is made, is planned to arrive at the customer's next scheduled stopover (of four (4) hours or longer) or final destination according to the timelines stated above. "Comparable transportation" must be on a confirmed reserved basis and at no extra charge.

#### 8.4.5. Method of Payment

The airline must give each customer who qualifies for denied boarding compensation a check for the amount specified above, on the day and place the involuntary denied boarding occurs. However, if the airline arranges alternate transportation for the customer's convenience that departs before the payment can be made, the payment will be sent to the customer within 24 hours. Spirit may offer free reservations in place of cash payment however it is the customer's option which form of payment they choose to accept.

Acceptance of compensation by the customer relieves Spirit from any further liability to the customer caused by Spirit's failure to honor the confirmed reservation.

### **8.5. Denied Boarding Outside the U.S.**

Where there is an oversold Spirit flight that originates outside the U.S., the following provisions apply:

- 8.5.1. If local laws regulate oversold flights on Spirit, then Spirit will apply the local law.
- 8.5.2. If no local law regulates oversold flights, then the procedures stated above will be applied.

## **9. Refunds**

### **9.1. Voluntary**

Refunds will be made in accordance with applicable fare rules. No refunds will be made for non-refundable reservations.

### **9.2. Involuntary**

In the event that Spirit is unable to provide a previously confirmed seat and is unable to reroute the customer via Spirit, Spirit will refund as indicated below:

- 9.2.1. If no portion of the reservation has been used, the refund will be equal to the fare paid by the customer.
- 9.2.2. If a portion of the reservation has been used the refund will be equal to the amount of the unused portion.
- 9.2.3. Customers involved in a Spirit Airlines initiated cancellation or schedule change in excess of 2 hours will have three (3) options available to them: 1) re-accommodation, 2) credit voucher, or 3) a refund.

### **9.3. Foreign Currency Refunds**

9.3.1. Spirit will pay the refund in the form that was used in purchasing the original reservation, however, cash refunds will be issued by Accounts Payable in the form of a check. Spirit will observe any refund restriction that may be published in the applicable rules governing the original transportation document.

9.3.2. All refunds will be subject to government laws, rules, regulations, or orders of the country in which the reservation was originally purchased and of the country in which the refund is being made.

9.3.3. Customers entitled to refunds may apply for a refund by contacting Spirit Customer Care at 800-772-7117 (or for Spanish 800-756-7117) or the request may be made in writing via our web site at [www.spiritair.com](http://www.spiritair.com), or by writing to Corporate Customer Relations, Attention: Refunds, 2800 Executive Way, Miramar, FL 33025.

## **10. Limitations of Liability**

Spirit's liability for any accident, injury, or death is governed by applicable laws.

10.1. If the customer's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable. The convention governs, and in most cases limits the liability of carriers for death, personal injury, and in respect to loss of, or damage to, baggage.

## **11. Disclaimer of Consequential Damages**

Purchase of a reservation does not guarantee transportation. Spirit shall in no event be liable for direct, indirect, special or consequential damages resulting from the performance or delay in performance of, or failure to perform, transportation of customers and other services whether or not Spirit has knowledge that such damages might be incurred.

Spirit Airlines Contract of Carriage is subject to change without notice.

## **12. Choice of Law and Venue**

This Contract of Carriage will be governed by and construed in accordance with the laws of the United States of America and the State of Florida without regard to conflict of law principles or law. The state and federal courts having jurisdiction over Miramar, Florida will have exclusive jurisdiction to hear claims arising under this Contract of Carriage and any claim of lack of jurisdiction or forum non convenience or the like is waived. All right to trial by jury in any action, proceeding or counterclaim arising out of or in connection with this Contract of Carriage is irrevocably waived. It is further agreed that if any matter is brought against Spirit in breach of the foregoing, e.g., in a forum other than those specified, Spirit will be entitled to summary dismissal and an award by that court or the foregoing courts of its costs for obtaining that dismissal, including attorney's fees and court costs