



## Avelo Airlines Contract of Carriage

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Effective Date: April 8, 2021

## **1. Introduction**

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

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

## **2. Definitions**

Avelo or Avelo Airlines refers to TEM Enterprises doing business as Avelo Airlines, inclusive of its Crewmembers.

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

Baggage means reasonable articles, effects and other personal property that a Customer either checks in or carries on board the aircraft.

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

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

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

CFR means the U.S. Code of Federal Regulations, in the context of which, § means subsection, §§ means subsections. The Code of Federal Regulations is available for inspection on the world wide web.

Checked Bag means an item of Baggage a Customer with a Reservation has requested Avelo take custody of for a fee and for which Avelo has issued a bag claim number to the Customer.

Crewmember means an officer, employee, contractor or agent of Avelo acting in their official capacity.

Customer means any person, except Crewmembers working on the flight, who is carried or will be carried in an aircraft with the consent of Avelo and is bound by this Contract of Carriage.

DOT means U.S. Department of Transportation.

FAA means U.S. Federal Aviation Administration.

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

Infant means any child under two (2) years of age who is a Customer.

LWH means length, width and/or height.

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

Optional Services means products and services provided by Avelo that are not required to be purchased for travel on Avelo, such as advance seat assignments, pets transported in the cabin and Baggage. Check [here](#) for a detailed list of Optional Services.

Qualified Individual with a Disability means any person who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. This term is further defined and applied by Avelo as set forth in Part 382 of the DOT regulations, 14 CFR Part 382.

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

Service Animal means a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a Qualified Individual with a Disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Animal species other than dogs, as well as emotional support animals, comfort animals, companionship animals and service animals in training, are not Service Animals.

Standard means a policy, term or condition set by Avelo to define how it sells and provides transportation and other services to its Customers, how it operates on a day-to-day basis, and how its Customers, Crewmembers and stakeholders will conduct themselves and be treated.

### **3. Reservations**

- A. **Avelo is a ticketless airline.** Reservations are purchased in lieu of a ticket. No person shall be entitled to transportation without a valid Reservation and proof of identification acceptable to

Avelo to confirm that transportation has been purchased. Such Reservation entitles the Customer to transportation subject to this Contract of Carriage and certain terms and conditions as follows:

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

B. **Reservations Accepted.** Avelo will accept only Reservations booked directly with Avelo for travel on Avelo flights.

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

D. **Reservations are Nontransferable.** Reservations, and any ATFs issued for unused Reservations or as compensation, are nontransferable unless specified explicitly on the Reservation or ATF. Avelo is not liable to the holder of a Reservation for use or refund of such Reservation when presented by a person other than the person to whom the Reservation was issued. If a Reservation is used by a person other than the person to whom it was issued, Avelo shall not be liable for the loss, destruction, damage, or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

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

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

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

G. **No Show Customers.** If a Reservation is not changed or canceled at least 15 minutes prior to departure and the Customer does not travel on a flight, Avelo may cancel, at Avelo's discretion, the Customer's Reservation without notice, in which case all charges associated with that flight are forfeited. Section 6 contains additional information on Avelo's check-in procedures.

H. **Cancellation of Confirmed Reservations.**

- i. Customer Initiated Cancellation Prior to Date of Travel. If a Customer cancels his/her Reservation prior to the date of travel, their Reservation may be eligible for a refund or ATF. Following receipt of payment from a Customer, Avelo will allow a Reservation to be held at the quoted fare for 24 hours if the Reservation is made at least one week prior to the flight's departure. If such Reservation is canceled within 24 hours of booking, Customer will receive a full refund without assessment of a cancellation fee.
- ii. Check-in Requirements. Failure of the Customer to obtain a Boarding Pass and be present and ready for boarding (as discussed in Section 6) in the flight's boarding gate area at least 15 minutes before the scheduled departure time may result in cancellation, at Avelo's sole discretion, of the Customer's Reservation for that flight without notice and forfeiture of all charges associated with that flight. Section 6 contains additional information on Avelo's check-in procedures.

**I. Prohibited Booking Practices.**

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

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

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

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

- L. **Refusal to Provide Transportation.** Avelo may refuse to sell or provide transportation to any person, including the following, and may inform such persons that they are not permitted to purchase or obtain transportation from Avelo:
  - i. Prior Misconduct. A person who has disrupted operations (at Avelo or other transportation provider), mistreated a Crewmember of Avelo (or employee of other provider of transportation or related services), or has not complied with Avelo Standards or has otherwise violated this Contract of Carriage.
  - ii. Fraud and Criminal Activity. A person who has engaged in fraud or other criminal activity against Avelo (or other provider of transportation or related services).

#### 4. **Fares**

- A. Transportation is subject to the fares and charges in effect when the Reservation is booked and purchased. Fares are subject to change without notice and are guaranteed once a Reservation is purchased.
- B. Changes to any portion of a Reservation initiated by the purchaser, Customer, or his/her authorized agent after its original issuance will be subject to the fares, fare rules, tax increases, and charges in effect on the date the change is initiated. A change constitutes a change in flight number, origin, destination, flight date or fare.
- C. Fare information may be obtained on Avelo's website at <https://www.aveloair.com/> through the mobile app, by calling our Customer Support center at (346) 616-9500 (through TTY dial 711) or at an Avelo check-in counter.
- D. All published fares, fees and charges are stated, and must be purchased in, U.S. currency.
- E. All amounts due to Avelo must be paid with a credit or debit card and/or unexpired ATF. Avelo does not accept personal checks, traveler's checks, certified (cashier's) checks, money orders or cash.
- F. Avelo is not responsible for Reservations or fees through any channel not authorized by Avelo.
- G. A service charge will apply to any improper chargeback on a credit card and may be charged to the same credit card via which the chargeback is made.
- H. An additional processing fee may apply to each Reservation purchased via Avelo's Customer Support Center.
- I. Optional Services may be purchased during the initial booking process; or, added later but before departure, on [www.aveloair.com](http://www.aveloair.com), by calling our Customer Support Center at (346) 616-9500 or at the airport. Check [here](#) for a detailed list of Optional Services.

## 5. Refunds

Refunds will be made in accordance with applicable fare rules.

**Nonrefundable Reservations.** The fare paid for unused travel by Customers who purchase restricted, nonrefundable Reservations are not eligible for refunds, except as provided in Section 3(H)(i) and Section 11. Taxes, security fees and Passenger Facility Charges associated with a nonrefundable fare are also not eligible for refund except as required by applicable laws and regulations.

Nonrefundable fares cannot be changed or refunded unless Avelo has stated otherwise. The fare paid for unused nonrefundable Reservations, including taxes, security fees and Passenger Facility Charges, may be applied toward the purchase of future travel on Avelo for the Customer, subject to a fee if the change happens too close to departure and also subject to No Show Customer provisions (Section 3.G). The new Reservation may be more or less expensive or subject to different terms, conditions, or restrictions from the original Reservation. If the fare is lower, an ATF may be issued for the difference. No cash refund or credit card adjustments will be made for nonrefundable Reservations except in the circumstance that Avelo is unable to provide transportation.

- i. ATF Eligibility. If one or more ATFs are used to pay for future Reservations or Optional Services and those future Reservations or Optional Services are later cancelled by the Customer, any ATFs reissued upon cancellation will retain their original expiration dates.
- ii. ATF Forfeiture. Should a Customer fail to apply an ATF toward the purchase of future travel within the eligibility period, the entire amount of the ATF will be forfeited.

## 6. Check-in

### A. **Boarding Passes**

Boarding Passes may be obtained at [www.aveloair.com](http://www.aveloair.com), via the Avelo mobile app or at the airport check-in counter or departure gate from Avelo no more than 24 hours before the flight's scheduled departure time. Avelo reserves the right to restrict Boarding Pass distribution to the airport check-in counter or departure gate podium.

**Invalid Boarding Passes.** A Boarding Pass that has been altered or improperly issued is not valid and will not be accepted by Avelo. If it is determined that the Boarding Pass was intentionally altered, Avelo may cancel all associated Reservations without refund or credit.

**Transferability.** Boarding Passes are nontransferable unless explicitly stated on the Boarding Pass. Avelo is not liable to the holder of a Boarding Pass for use of such Boarding Pass when presented by a person other than the person to whom it was issued. If a Boarding Pass is used by a person other than the person to whom it was issued, Avelo shall not be liable for the loss, destruction, damage or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

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

## **B. Check-in Requirements**

It is the Customer's responsibility to arrive at the departure airport with adequate time (a minimum of 90 minutes is recommended) to allow for check-in and security screening. Each Customer should be present for boarding in the flight's departure gate area at least 30 minutes before the scheduled departure time. Customers who are not at the gate and ready for boarding at least 15 minutes before departure may forfeit their seat assignments and may also be subject to cancellation of the Customer's Reservation for that flight and forfeiture of associated charges without notice at Avelo's sole discretion.

Early Departure. Avelo reserves the right, in its sole discretion, to depart early when all Customers who have checked-in for the flight are on board the aircraft. The scheduled departure and arrival times as published for the flight will not be changed or otherwise affected if Avelo departs early. It is the Customer's responsibility to arrive at the departure airport with adequate time to allow for check-in requirements and security screening.

In the event of a delay, Avelo recommends Customers remain in the gate area for updates and possible early departure. Avelo shall not be liable to any Customer who misses a flight which departed earlier than the estimated departure time posted for the delay.

## **7. Acceptance of Customers**

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

### **A. Refusal to Transport – General**

Avelo may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Customer in any of the circumstances listed below. The fare of any Customer denied transportation or removed from Avelo's aircraft enroute under the provisions of this Section will be refunded in accordance with Section 5. The sole recourse of any Customer refused transportation or removed enroute under this Section will be the recovery of the value of the unused portion of his/her Reservation. Every attempt will be made to remove from the aircraft the Baggage of the Customer being removed; if that is not possible, Avelo will notify the Customer when the Baggage has been returned to their local airport and is available for pick-up.



Under no circumstances shall Avelo be liable to such Customer for any special, incidental or consequential damages.

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

#### **B. Refusal to Transport – Unruly/Disruptive Customer**

Avelo may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Customer in any of the circumstances described below. A Customer who is so refused or removed is without further recourse to Avelo for any damages claimed by Customer,

including the value of any unused portion of his/her Reservation, and may be liable to Avelo for costs and damages as set forth in this Section 7.

- i. The Customer, at all times, agrees to conduct himself or herself in a manner that is not disruptive, unruly or in contravention of any laws of any state which has jurisdiction over the aircraft. Conduct is considered to be disruptive or unruly when a Customer fails to adhere to orderly rules of conduct while boarding or being carried on board Avelo's aircraft or fails to follow the instructions of any Crewmember and thereby disturbs the good order and discipline on board the aircraft. Disruptive or unruly conduct includes, but is not limited to:
  - a. Interfering in any way with or disrupting the operation of the aircraft or any of its components or parts;
  - b. Interfering in any way with or disrupting a Crewmember, including, but not limited to failing to cooperate or interfering with the Crewmember's duties, refusing to follow instructions to board or leave the aircraft, using portable electronic devices in contravention of instructions from the Crewmember;
  - c. Refusing to comply with safety instructions (e.g., instructions to fasten a seat belt, not to smoke, turn off a portable electronic device or disrupting a safety announcement);
  - d. Verbal confrontation with Crewmembers or other Customers;
  - e. Physical assault or confrontation with Crewmembers or other Customers;
  - f. Refusing to permit the search of their person or property by Avelo, Crewmembers or an authorized government agency for explosives, hazardous materials, contraband, or concealed, deadly or dangerous weapons or articles;
  - g. Refusing to produce identification acceptable to Avelo upon request;
  - h. Making an intentional misrepresentation in response to a question or inquiry by Avelo or Crewmembers, or otherwise attempting to commit, or committing, a fraudulent act against Avelo;
  - i. Making threats against the safety of Crewmembers, Customers and aircraft (includes all types of threats, whether directed against a person, e.g., threat to injure someone, or intended to cause confusion and chaos, such as statements referring to a bomb threat, or simply any threatening behavior that could affect the safety of the Crewmembers, Customers and aircraft);
  - j. Boarding or attempting to board an aircraft when the Customer has an infectious disease or infection that poses a direct threat (as defined in 14 CFR § 382.3) to the health or safety of Customers and/or Crewmembers;
  - k. Boarding or attempting to board an aircraft wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons other than in compliance with the qualifications and conditions established in 49 CFR § 1544.219;
  - l. Being or appearing to be intoxicated or under the influence of drugs or alcohol;
  - m. Engaging in, or threatening, sexual abuse or harassment;
  - n. Engaging in lewd, obscene, or patently offensive behavior, including wearing clothes that are lewd, obscene, or patently offensive;

- o. Refusing to comply with instructions given by Avelo or Crewmembers prohibiting the solicitation of items for sale or purchase, including airline Reservations, reduced-rate travel passes or travel award certificates;
  - p. Smoking or attempting to smoke on board the aircraft;
  - q. Any type of harassment related to race, color, gender, religion, national origin, disability, age, ethnicity or sexual orientation;
  - r. Customers who are unwilling to follow the Avelo Standard that prohibits voice calls after the aircraft doors have closed, while taxiing in preparation for takeoff or while airborne;
  - s. Customers whose physical or mental condition is such that, in Avelo's sole opinion, they are rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of a safety assistant;
  - t. Customers who refuse to wear a mask or face covering while at the airport and/or on board Avelo flights if Avelo believes in its sole discretion, that a failure to wear such a mask or facial covering may pose a risk to the health or safety of others;
  - u. Customers who, through and because of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit to attend to the disturbance; and
  - v. Other types of riotous, disorderly, offensive, threatening, intimidating, violent or belligerent behavior (e.g., screaming; annoying behavior; kicking and/or banging seat backs/tray tables).
- ii. Avelo Action. If Avelo determines, in its sole discretion, that a Customer has failed or is failing to comply with any of the requirements of this Section 7, Avelo may take one or more of the following actions that it considers necessary to prevent the continued disruptive or unruly conduct, protect Customers and/or Crewmembers, and/or protect the good order, safety, and discipline on board the aircraft.
- a. Physical restraint of that Customer
  - b. Diversion of the aircraft
  - c. Removal of that Customer from the aircraft and termination of Carriage of that Customer
  - d. Refusal to carry that Customer on future flights, including on future Reservations the Customer may already have purchased or may purchase at a later date
  - e. Reporting of that Customer to law enforcement authorities
- iii. Exoneration of Liability
- A Customer is without recourse against Avelo for any actions described in Section 7. In any action for damages, however founded, if Avelo proves that the loss or damage was caused or contributed to by the disruptive or unruly conduct of the Customer claiming compensation, Avelo shall be exonerated from liability to the extent the conduct caused or contributed to the damage.

When the loss or damage is claimed by a person other than that Customer, Avelo, to the extent permitted by applicable law, shall likewise be exonerated from its liability to the extent it proves that the damage was caused or contributed to by the unruly or disruptive conduct of that Customer.

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

iv. Avelo's Right of Recourse Against that Customer

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

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

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

**C. Carriage of Children**

i. Accompanied Minor Children

- a. All children must have a Reservation and a seat.
- b. Avelo will not provide transportation services to any infant younger than fourteen (14) days of age, unless a written statement is provided by an attending physician approving such infant for air travel.
- c. Infants must be accompanied by a parent or a Customer fifteen (15) years of age or older.
- d. Avelo does not accept Reservations for Carriage of unaccompanied minor children who are fourteen (14) years of age or younger.

- e. Avelo accepts lap children (children sitting on a customer's lap) free of charge, provided they are Infants (any child under two (2) years of age). Avelo reserves the right to request a birth certificate or passport for the Infant for age verification purposes. The parent(s) or a Customer fifteen (15) years of age or older can opt to purchase a seat for the Infant, as long as the Infant travels in an FAA-approved child restraint device to be provided by the parent or Customer.
- ii. Child Restraint Devices. Avelo permits only FAA-approved child restraint devices for use aboard Avelo's aircraft that conform to the following guidelines:
  - a. Car seats manufactured on or after February 26, 1985 must bear two labels, (1) "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT", in red lettering; and (2) "THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS," this second statement need not be in red lettering.
  - b. Car seats manufactured between 1981 and 1985 must state "THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS."
  - c. FAA-approved CARES Child Restraint System must state "FAA APPROVED IN ACCORDANCE WITH 14 CFR PART 21.305(D) APPROVED FOR AIRCRAFT USE ONLY."
  - d. Booster type seats, vest and harness type child restraint systems, lap held child restraints or seats manufactured before 1981 are not acceptable for use.
  - e. Child restraint systems may not be used in an aisle seat or middle seat if the middle seat or window seat is occupied by another Customer, or in an emergency exit row.
  - f. It is the responsibility of the child's parent or accompanying adult to ensure that the restraint device functions correctly, that the child is adequately secured by the device, that the child's weight does not exceed applicable limitations and that the device has been properly secured to the aircraft seat.

#### **D. Carriage of Qualified Individuals with Disabilities**

- i. Avelo will transport Qualified Individuals with a Disability in accordance with the requirements of the applicable DOT regulations, 14 CFR Part 382, unless the Carriage of such individuals may impair the safety of the flight or violate FAA regulations. Pursuant to 14 CFR § 382.113, Avelo will not provide certain extensive inflight special services such as assistance in eating, assistance with elimination functions in the lavatory or at the Customer's seat, or provision of medical services. Avelo may require, at its sole discretion, pursuant to 14 CFR § 382.29, that a Qualified Individual with a Disability be accompanied by a safety assistant as a condition of being provided air transportation in the following circumstances:

- a. When the Customer is unable to comprehend or respond appropriately to safety instructions from Avelo, including the safety briefing required by 14 CFR §§ 121.571(a)(3) and (a)(4) because of a mental disability;
- b. When the Customer has a mobility impairment so severe that the Customer is unable to physically assist in his or her own emergency evacuation of the aircraft; or
- c. When the Customer has both severe hearing and severe vision impairments that prevent the Customer from establishing a means of communication with Avelo to permit transmission of the safety briefing required by 14 CFR §§ 121.571 (a)(3) and (a)(4).

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

- ii. Assistive Devices. Mobility and other assistive devices used by a Qualified Individual with a Disability may be carried in the aircraft cabin at no charge in addition to the Carry-on Item allowance. If necessary due to the Customer's disability, Avelo will provide assistance in loading, stowing, and retrieving Personal Items and Carry-on Items, including assistive devices. If the device cannot be carried in the aircraft cabin in accordance with FAA regulations, the device will be checked and carried free of charge. Assistive devices not for the personal use of the Customer will be accepted subject to a limited release of liability and may be subject to oversized or overweight charges as described in Section 10.
- iii. Service Animals
  - a. Avelo permits fully trained Service Animals used by a Qualified Individual with a Disability, as those terms are defined in this Contract of Carriage, to accompany the Customer on board the aircraft at no charge.
  - b. A Qualified Individual with a Disability must remit a completed hardcopy or electronic version of the "U.S. Department of Transportation Service Animal Air Transportation Form" as a condition of transportation with a Service Animal.
  - c. Avelo will permit up to two (2) Service Animals to accompany a Qualified Individual with a Disability, provided each animal is needed to do work or perform tasks for the benefit of that individual.
  - d. Service Animals are required to fit within their handler's foot space on the aircraft. If a Service Animal cannot be accommodated at the seat of the Qualified Individual with a Disability, Avelo shall offer the Customer the opportunity to move with the

animal to a seat location where the animal can be accommodated. Service Animals may not occupy a seat.

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

#### **E. Pets Allowed in the Cabin**

- i. For a separate fee, Avelo accepts small vaccinated domestic cats, dogs, rabbits and birds only. Pets must be at least eight weeks old, contained in a pet carrier and traveling with a Customer. One pet carrier is allowed per Customer and may contain up to two animals. Avelo reserves the right to limit the number of pet carriers per flight to eight (8), and pets will be accepted on a first-come, first-served basis. Pet fees are nonrefundable to the original form of payment unless the flight is cancelled under Section 11.A.i.

- ii. **Pet Carriers.** All pets in the cabin must be carried in an appropriate pet carrier and remain in the pet carrier at all times (including head and tail) while in the gate area, during boarding/deplaning and while on board the aircraft. If a pet is removed from its pet carrier on board, the accompanying Customer may be regarded as a disruptive Customer (see Section 7.B). The pet carrier must be leakproof and well-ventilated, and the pet(s) must be able to stand up and move around the pet carrier with ease. The pet carrier must be of a size small enough to fit under the seat in front of the Customer and must remain stowed under the seat in front of the Customer during the entire duration of the flight. Customers traveling with a pet may not occupy an exit row seat or a seat with no forward under-seat stowage. Avelo allows hard-sided carriers no larger than 14”L x 9”W x 9.5”H (35 cm x 22 cm x 24 cm) or soft containers that fit in the same space.
  - iii. All occupied pet carriers are subject to the applicable pet fee. Pet reservations can be booked at [www.aveloair.com](http://www.aveloair.com) or by calling Avelo at (346) 616-9500. Customers traveling with a pet must check the pet in at the airport check-in counter and pay the pet fee before proceeding to the departure gate.
  - iv. **Pets Incompatible with Air Travel.** Avelo retains the right, at its sole discretion, to refuse to transport any pet that exhibits aggressive behavior or any other characteristics at the airport, in the boarding gate area, or on board the aircraft that appear to Avelo to be incompatible with air travel. The pet(s) must be healthy, harmless, inoffensive, odorless and require no attention during the flight. If the pet becomes ill during the flight, oxygen or other first aid procedures will not be administered. In the event of an emergency, an oxygen mask will not be available for the pet. Avelo assumes no liability for the health or well-being of pets allowed in the cabin.
  - v. Avelo does not transport pets in the aircraft cargo compartment.
  - vi. In accordance with Section 3, purchase of an additional seat may be required, at Avelo’s discretion, to accommodate the pet of a Customer with unique seating needs.
- F. **Law Enforcement and Search and Rescue Dogs.** Avelo will not carry Law Enforcement and Search and Rescue Dogs except under the terms of Section 7.E. Avelo will not transport law enforcement or search and rescue dogs in the aircraft cargo compartments.
- G. **Pregnant Customers.** Avelo does not impose restrictions on flying if you are pregnant and does not require a medical certificate for you to travel. If you are traveling after your eighth month of pregnancy, Avelo strongly recommends that you check with your doctor to ensure travel is not restricted, taking into consideration the possibility of turbulence, cabin pressurization, significantly increased risk of deep vein thrombosis associated with pregnancy and lack of ready access to medical care. By traveling with Avelo, pregnant women acknowledge and accept these risks.



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

## 8. Carry-on Items

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

- A. Customers are permitted up to two Carry-on Items on board:
- i. One free Personal Item not larger than 14"L x 9"W x 9.5"H (35 cm x 22 cm x 24 cm) that must be capable of safely stowing under a seat. Examples of Personal Items include a purse, briefcase, laptop computer case, small backpack or small camera case.
  - ii. One Carry-on Bag is permitted in the aircraft cabin for a fee. The Carry-on Bag must fit into an overhead bin and not be larger than 22"L x 14"W x 9"H (56 cm x 35 cm x 22 cm) and weigh not more than 35 pounds (15 kilograms). Examples of a Carry-on Bag include a roller bag, garment bag, large backpack, tote bag – in all cases capable of being safely stowed in an overhead bin.
  - iii. Carry-on Items are the sole responsibility of the Customer.
- B. Manual wheelchairs, mobility aids and other assistive devices used by a Qualified Individual with a Disability, and other medical assistance items (e.g., breast pumps, breast milk) may be carried in the aircraft cabin in addition to the Carry-on Item allowance when they can be stowed in accordance with FAA regulations. Manual wheelchairs that cannot be stored in the cabin will be stored in the cargo compartment.
- C. Outerwear. In addition to the Personal Item and Carry-on Bag allowance provided herein, a coat, jacket, wrap or similar outer garment may be carried on board the aircraft.
- D. Instruments and Equipment. The following conditions apply to acceptance for carriage in the cabin of large musical instruments and electronic, computer, audio/video, or other equipment and parts thereof, the size or shape of which prevents such instruments or equipment from being handled as a normal Carry-on Bag.

- i. The instrument or equipment must be contained in a case or covered to avoid injury to other Customers.
  - ii. A Reservation must be made for the instrument or equipment at a charge equal to the lowest available fare at the time the reservation is purchased.
  - iii. The instrument or equipment must be stowed in accordance with FAA requirements for carriage of Carry-on Items.
- E. Avelo, at its sole discretion, will not transport Carry-on Items that it determines may be harmful or dangerous to Customers, Crewmembers or the aircraft.
- F. Avelo, at its sole discretion, may accept a Carry-on Bag of unusual dimensions (e.g., document tube, fishing rod, tennis racket, wedding attire, etc.) so long as it safely fits in an overhead bin and the Carry-on Bag fee is paid.
- G. Customer's Personal Item and Carry-on Bag must be capable of being carried on board the aircraft by one Customer without additional assistance unless the Customer requires assistance due to a disability.
- H. Use of Portable Electronic Devices (PEDs)
  - i. Small authorized PEDs are devices under two pounds and are of a size that can easily be placed in a seat pocket (if available) along with the other materials that are normally found in the seat pocket (safety information card, menu or airsickness bag). They include devices like tablets, readers, and mobile phones and may be used during all phases of flight when in airplane mode including taxi, takeoff and landing. However, if using them during taxi, takeoff and landing, Customers must secure these devices by holding them, putting them in a pocket or holster or placing them in a Personal Item.
  - ii. Large authorized PEDs are devices two pounds or more such as full-size laptops. They must be turned off and stowed during taxi, takeoff and landing. Customers may stow them under the seat in front of them or in the overhead bin. These devices may be used above 10,000 feet when authorized by a flight Crewmember announcement.
- I. Sizing boxes or charts are located at Avelo's check-in counters and departure gates. Avelo reserves the right to further restrict Carry-on Items. Visit [www.aveloair.com](http://www.aveloair.com) for additional information.

## **9. Checked Baggage**

- A. **Checked Bags.** Avelo, in its sole discretion, will accept personal property of the Customer as Checked Bags subject to payment of the applicable fee(s) and the following conditions:
  - i. Avelo will accept Checked Bags for transportation only on a flight on which the Customer is transported.

- ii. Avelo will only accept Baggage for transportation if it and its contents can withstand ordinary handling, and if its weight, size and character render it suitable for transportation on the aircraft on which it is to be carried, unless the Customer agrees to assume the risk of checking the Baggage and Avelo accepts the Baggage subject to a limited release of liability, as outlined in Section 10.C.
- iii. Each Checked Bag tendered to Avelo must have a current identification tag or label with the Customer's name, address and telephone number.
- iv. A standard Checked Bag can weigh up to 50 pounds (22 kilograms) and measure up to 62 inches (157 cm) in overall exterior dimensions (length + width + height) including handles and wheels. Any checked baggage that exceeds these limits will be subject to additional excess baggage charges.
- v. Avelo will not accept Baggage that, because of its nature, contents, or characteristics (e.g., sharp objects, paint, corrosives, or other prohibited hazardous materials), might cause injury to Customers, Crewmembers or third parties, damage to aircraft or other equipment or damage to other Baggage.
- vi. Avelo will not accept Checked Bags that it determines cannot safely be carried in the baggage compartment of the aircraft for any reason.

#### **B. Checking of Baggage**

- i. Avelo will not accept or hold Baggage from a Customer on the day of travel at Avelo's airport check-in counter if tendered to Avelo earlier than two (2) hours before the flight's scheduled departure time.
- ii. Checked Bags must be checked at Avelo's airport check-in at least 40 minutes prior to the flight's scheduled departure time.
- iii. Checked Bags checked in less than 40 minutes prior to a flight's scheduled departure time are subject to Section 10.C.ii.

#### **C. Checked Bag Allowances**

- i. Military Baggage Allowance. Customers in the military traveling on active duty or permanent change of station orders may check two (2) Checked Bags for free, and not be subject to excess, oversize, or overweight Baggage charges, if they otherwise conform to Section 9.A.i.
- ii. Travel Equipment for Infants and Small Children. One stroller and one Child Restraint Device per Customer will be accepted subject to a limited release of liability, as outlined

in Section 10.C. Avelo will accept such items without charge, and they will not count toward a Customer's Checked Bag allowance.

- iii. Firearms. Avelo will not accept assembled firearms or ammunition for transportation, except as provided below and subject to the size and weight specifications contained below and in Section 8.
  - a. Firearms (e.g., sport rifles, shotguns, and handguns) may be transported as Checked Bags, so long as they are unloaded and encased in a hard sided, locked container acceptable to Avelo for withstanding normal Baggage handling without sustaining damage to the firearm, with the Customer retaining possession of the key or combination to the container lock. Locking, hard-sided Baggage will not be considered an acceptable container. Firearms may not be packed loose inside a Checked Bag.
  - b. Ammunition. Small arms ammunition intended for sport or hunting will be accepted only if carried within sturdy Checked Bags and, in the manufacturer's, original container or an equivalent fiber, wood, or metal container specifically designed to carry ammunition and providing for sufficient cartridge separation. Magazines and clips containing ammunition must be securely packaged to protect the cartridge primers. Avelo will accept ammunition weighing no more than 11 total pounds (5 kilograms) per Customer.
  - c. Gun Boxes. Gun boxes designed to hold no more than two sporting rifles, two shotguns or two handguns are subject to excess, oversize and overweight charges, if applicable.
- iv. Sporting Equipment. Any of the items listed below may be checked, and applicable excess, oversize and/or overweight fees apply. The items listed below shall be acceptable as Checked Bags upon the Customer's compliance with the special packing requirements and payment of the applicable Baggage fees as outlined on our website, <https://www.aveloair.com/>. Avelo reserves the right to refuse transportation of these items due to safety and/or operational limitations.
  - a. Archery equipment, including a bow, arrows and target, provided these are encased in a container acceptable to Avelo for withstanding normal Baggage handling without sustaining damage to the equipment.
  - b. Baseball/Softball equipment, including one bag.
  - c. Bicycles (defined as non-motorized and having a single seat) properly packed in a hard-sided bicycle box that fall within the dimensions and weight limits established for normal Checked Bags. Pedals and handlebars must be removed and packaged in protective materials so as not to be damaged by or cause damage to other Baggage. Bicycles packaged in cardboard or soft-sided cases will be accepted subject to a limited release of liability, as outlined in Section 10.C.
  - d. Boogie-board, kneeboard or wakeboard encased in appropriate board bags or suitable containers.

- e. Bowling bag.
  - f. Camping equipment, including tents, backpacks and sleeping bags. Lanterns, stoves, flares and heating equipment that use liquid fuel, propane, butane, or similar fuels will not be accepted.
  - g. Fishing tackle box and fishing equipment, so long as the equipment is encased in a container suitable to Avelo for withstanding normal Baggage handling without sustaining damage to the contents.
  - h. Fencing and kendo equipment securely encased in a container acceptable to Avelo.
  - i. Golf bag (including clubs, balls and shoes) in a hard-sided golf bag carrying case provided by Customer capable of withstanding normal Baggage handling without sustaining damage to the contents. Hooded golf bags or golf bags in a soft-sided carrying case provided by the Customer will be accepted subject to a limited release of liability, as outlined in Section 10.C.
  - j. Hockey and/or lacrosse stick(s), up to two taped together, and one equipment bag.
  - k. Javelins and pole-vaulting equipment encased in a hard-sided container
  - l. Pool cues encased in a container acceptable to Avelo.
  - m. SCUBA equipment and all accompanying equipment encased together in a container acceptable to Avelo. Air tanks must be empty.
  - n. Skating equipment, including ice skates, roller skates, roller blades and skateboards are acceptable as long as the equipment is non-powered.
  - o. Snow ski equipment (including one pair of skis or one snowboard, one set of poles, and one pair of ski/snowboard boots) encased in a container acceptable to Avelo.
  - p. Surfing equipment including surfboards, kiteboards, paddleboards, wave skis and wind surfing equipment, so long as the equipment is well padded and encased in appropriate board bags or suitable containers. Any skegs or fins should be removed or be well-padded.
  - q. Water ski equipment encased in a container acceptable to Avelo.
- v. Musical Instruments. Musical instruments may be checked subject to a limited release of liability, as outlined in Section 10.C. If the musical instrument exceeds 50 pounds (22.7 kilograms) (including case or covering) in weight or 62 linear inches (157 cm) in size (outside length plus height plus width, including case or covering), an additional charge may apply in accordance with Section 10.A.
- vi. Dry Ice (frozen carbon dioxide). Dry ice may be carried under the following conditions:
- a. A maximum of 5.5 pounds (2.5 kilograms) of dry ice per Customer is accepted in a Checked Bag or Carry-on Bag.
  - b. The cooler or package must allow the release of carbon dioxide gas and state "Dry Ice" or "Carbon Dioxide Solid" and specify the net weight of the dry ice material.
  - c. Styrofoam containers are not accepted. We encourage the use of gel packs or similar products as an alternative to dry ice.

- vii. The U.S. Transportation Security Administration website maintains a list of items that Customers are not permitted to carry in Baggage. See [www.tsa.gov](http://www.tsa.gov) for a complete list. Baggage containing any items on that list will not be accepted.
- D. **Surveillance and Inspection of Checked Baggage.** All Baggage tendered to Avelo for transportation is subject to surveillance and inspection by electronic and/or physical means with or without the Customer's consent or knowledge by Avelo and/or authorized government agencies.

## 10. Other Baggage Situations

### A. **Excess, Oversize and Overweight Baggage Charges**

- i. Excess Baggage, Oversize Baggage and Overweight Baggage may be accepted as Checked Bags for supplementary charges per item per flight. For additional information, please visit [www.aveloair.com](http://www.aveloair.com).
- ii. Excess, Oversize and/or Overweight Baggage Embargos. Excess, Oversize and/or Overweight Baggage may not be accepted on flights to/from certain cities on certain specified dates. Contact Avelo Customer Support Center at (346) 616-9500 or visit [www.aveloair.com](http://www.aveloair.com), [Baggage Standards](#), for a list of cities and effective dates.

Prohibited Baggage. Baggage more than 80 inches (outside maximum length plus maximum height plus maximum width or 203 cm) and/or Baggage weighing more than 70 pounds (31 kilograms) will not be accepted for Carriage, except for wheelchairs, mobility or other assistive devices. Avelo may, at its sole discretion, accept musical instruments or sports equipment that exceeds these limits.

### B. **Unsuitable Baggage Subject to Limited Release of Liability.** Avelo may, at its sole discretion, but is not obligated to, accept Baggage unsuitable for Carriage as Checked Baggage, subject to a Limited Release of Liability, as provided below:

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

- ix. Items where specific requirements under this Section are not met, for which Avelo is not liable for loss, damage, or delay.

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

### **C. Limitations of Liability**

- i. General. For all domestic flights, Avelo's liability, if any, for loss of, damage to, or delay in the delivery of Checked Bags and/or its contents, except for wheelchairs, mobility aids, and assistive devices used by a Qualified Individual with a Disability, is limited to the proven amount of damage or loss, but in no event shall be greater than \$3,800 per Customer pursuant to 14 CFR § 254.4.
  - a. Avelo will compensate the Customer for reasonable, documented damages incurred as a direct or consequential result of the loss of, damage to, or delayed delivery of such Baggage up to the limit of liability, provided the Customer has exercised reasonable efforts and good judgment to minimize the amount of damage. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less depreciation for prior usage.
  - b. Avelo is not liable for claims of missing or damaged articles if a Customer's Checked Bag is not damaged, delayed or lost.
- ii. Baggage Delivery. Avelo will pay the delivery charges to return a delayed Checked Bag to a Customer only so long as such Checked Bag(s) was tendered to Avelo by the Customer at least 40 minutes prior to the flight's scheduled departure time. If a Customer's Checked Bag(s) is tendered to Avelo less than 40 minutes prior to the flight's scheduled departure time, Avelo will make reasonable efforts, but cannot guarantee, to transport such Checked Bag on the Customer's flight. Avelo will not assume responsibility for delivery charges if such Checked Bag arrives at the Customer's destination on a subsequent flight or for non-revenue Customers.
- iii. Personal Property Carried On Board Aircraft. Avelo assumes no responsibility and is not liable for loss of or damage to personal property carried on board an aircraft.
- iv. High-Value Items Unsuitable for Checked Baggage. Avelo assumes no responsibility for and will is not liable for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable instruments; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents;

manuscripts; furs; irreplaceable books or publications; and similar valuables contained in Personal Items, Carry-on Bags or Checked Bags. For the Customer's protection, these items should not be transported in Checked Bags.

- v. Normal Wear and Defects. Avelo is not liable for loss or damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks and dirt on Checked Bags. Furthermore, Avelo is not liable for defects in Baggage manufacture.
- vi. Previously Damaged Items. Avelo is not liable for further damage to previously damaged items. Avelo may, but is not obligated to, accept previously damaged items subject to a limited release of liability, as outlined in Section 10.B.
- vii. Claims. In the case of loss of, damage to or substantial delay in delivery of Checked Bag(s), a claim will not be entertained by Avelo unless the following steps are completed by Customer:
  - a. In all cases, Customer must notify Avelo of the claim and receive a Baggage report number not later than four (4) hours after either: (1) arrival of the flight on which the loss, damage or delay is alleged to have occurred or (2) receipt of the Baggage, whichever is applicable; and
  - b. Customers must subsequently complete an Avelo Baggage Claim Form, available at [www.aveloair.com](http://www.aveloair.com) and submit electronically.

Avelo will document the Customer's Reservation and attempt to locate and return the bag as soon as possible. If the item has not been located after five (5) days, Avelo will begin reimbursement processes. Claims should be processed within seven (7) working days.

## **11. Service Interruptions**

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

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



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

## **B. Denied Boarding Procedures**

- i. The following definitions, as prescribed in 14 CFR § 250.1, pertain solely to the denied boarding compensation provisions of this Section:
  - a. Airport means the airport at which the direct flight on which the customer 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 customer.
  - b. Alternate transportation means transportation with a confirmed reservation at no additional charge, operated by a transportation provider, or other transportation accepted and used by the customer in the case of denied boarding.
  - c. Confirmed reserved space means space on a specific date and on a specific flight or departure of a transportation provider which has been requested by a customer and

which Avelo or its agent has verified, by appropriate notation on the reservation or in any other manner provided therefore by the transportation provider, as being reserved for the accommodation of the customer.

- d. Fare means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.

ii. Request for Volunteers.

- a. Avelo does not oversell flights, but if there are more Customers with confirmed Reservations than available seats on the flight, Avelo will request volunteers for denied boarding before using any other boarding priority in accordance with 14 CFR § 250.2b. A “volunteer” is a person who responds to Avelo’s request for volunteers and who willingly accepts Avelo’s offer of compensation, in any amount, in exchange for relinquishing his/her confirmed Reservation. Any other Customer with a confirmed Reservation that is denied boarding is considered to have been involuntarily denied boarding, even if that Customer accepts denied boarding compensation.
- b. Avelo will advise each Customer solicited to volunteer for denied boarding, at a time no later than the time Avelo solicits that Customer to volunteer, whether they are in danger of being involuntarily denied boarding and, if so, the compensation Avelo is obligated to pay if the Customer is involuntarily denied boarding. If an insufficient number of volunteers come forward, Avelo may deny boarding to other Customers in accordance with Avelo's boarding rules as specified in Section 7.

iii. Conditions for Payment of Compensation to Customers Involuntarily Denied Boarding due to lack of an available seat. Subject to the exception in Section 3, Avelo will tender to a Customer the amount of compensation specified in Section 11.B.v., provided that:

- a. The Customer holds a confirmed Reservation and presents themselves for boarding at the appropriate time and place, having complied fully with Avelo’s requirements as to Reservations, check-in and acceptability for transportation in accordance with this Contract of Carriage; and
- b. Other than for reasons set forth in Section 7, or when resulting from substitution, for operational or safety reasons, of an aircraft having a lesser seating capacity than the aircraft originally scheduled, Avelo is unable to accommodate the Customer on the flight for which the Customer holds a confirmed Reservation and such flight departs without the Customer.

- iv. The Customer will not be eligible for compensation if Avelo offers comparable air transportation, or other transportation used by the Customer at no extra cost, that, at the time such arrangements are made, is planned to arrive at the airport of the Customer's destination no later than one hour after the planned arrival time of the Customer’s original flight.

- v. Involuntarily Denied Boarding Compensation for an Oversale of a Domestic Flight in Accordance with 14 CFR Part 250.
  - a. Compensation shall be 200% of the fare to the Customer's destination, with a maximum of \$775, if Avelo offers alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Customer's destination more than one hour but less than two (2) hours after the planned arrival time of the Customer's original flight on a domestic Reservation; and
  - b. Compensation shall be 400% of the fare to the Customer's destination, with a maximum of \$1,550, if Avelo does not offer alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Customer's destination two (2) hours or more after the planned arrival time of the Customer's original flight on a domestic Reservation.
  - c. Compensation will be paid by Avelo on the day and at the place where the denied boarding occurs, except that if Avelo arranges, for the Customer's convenience, alternate means of transportation that departs before the payment can be made, payment will be sent by mail or other means within 24 hours after the time the denied boarding occurs.
  - d. Compensation will initially be provided in the form of a check payable to the Customer. With the Customer's consent, Avelo may also offer an ATF to be applied toward future travel in lieu of the check. The Customer may refuse Avelo's offer of ATF and insist on receiving compensation by check or some other form of payment acceptable to the Customer and Avelo.
  - e. Acceptance of compensation by the Customer relieves Avelo from any further liability to the Customer caused by Avelo's failure to honor the confirmed Reservation.
- vi. In determining which Customers holding confirmed Reservation space shall be denied boarding involuntarily, Avelo shall deny boarding in reverse chronological order of issuance of boarding priority (i.e., the last Customer to receive a Boarding Pass will be the first Customer involuntarily denied boarding in an oversale situation), with no preference given to any person or category of fare.
- vii. When a denied boarding occurs, Avelo will give Customers who are involuntarily denied boarding a written explanatory statement describing the terms and conditions of denied boarding compensation and Avelo's boarding priority rules.
- viii. In addition to the denied boarding compensation specified herein, Avelo shall refund all unused fees for Optional Services paid by a Customer who is voluntarily or involuntarily denied boarding. Avelo is not required to refund the fees for services that are provided with respect to the Customer's alternate transportation.

- C. **Ground Transportation.** Avelo is not liable to, but may at its sole discretion, provide or arrange ground transportation of any Customer or his/her Baggage between any airport used by Avelo and any other location. Ground Transportation is at the Customer's expense.

## **12. Smoke Free Service**

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

## **13. Miscellaneous**

### **A. Claims**

- i. No claim for personal injury or death of a Customer will be considered by Avelo unless written notice of such claim is received by Avelo within 21 days after the occurrence of the event giving rise to the claim. No legal action may be brought by a Customer against Avelo unless commenced within six months from the date of the alleged incident.
  - ii. No legal action on any claim described above may be maintained against Avelo unless commenced within one year of Avelo's written denial of a claim, in whole or in part.
  - iii. Any case brought against Avelo pursuant to this Contract of Carriage or otherwise must be brought in a party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.
- B. **Choice of Law.** Any and all matters arising out of or relating to this Contract of Carriage and/or the subject matter hereof are governed by, construed, and enforced in accordance with the laws of the United States of America and, to the extent not preempted by Federal law, the laws of the State of Nevada without regard to conflict of law principles, regardless of the legal theory upon which such matter is asserted. All right to trial by jury in any claim, legal action, proceeding or counterclaim arising out of or in connection with this Contract of Carriage and/or the subject matter hereof is irrevocably waived.
- C. **Subordination to Law.** In all cases, this Contract of Carriage will be subordinate to any applicable law.
- D. **Entire Agreement.** This Contract of Carriage represents the entire, integrated agreement between the parties relating to transportation by Avelo, and shall supersede all prior representations, understandings or agreements pertaining thereto, either oral or written. No other covenants, warranties, undertakings or understandings may be implied, in law or in equity.

- E. **Inspection.** Customers and their Baggage are subject to inspection for purposes of safety and security with or without the Customer's consent or knowledge.
  
- F. **Severability.** If, for any reason, any portion of this Contract of Carriage is determined by a competent authority to be void or unenforceable, then (a) that portion will be of no effect, (b) the balance of the Contract of Carriage will remain in full force and effect, and (c) the Contract of Carriage will be performed as though the stricken portion were replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
  
- G. **Statutory Information.** Avelo's business registration number is NV19871028872. Our corporate support center is located at, and our mailing address is, 12 Greenway Plaza, Suite 400, Houston, Texas 77046.