



Contract of Carriage

Table of Contents

- I. Definitions
- II. Application of Conditions
- III. Security
- IV. Refusal to Transport
- V. Pregnant Passengers
- VI. Reservations/Travel Confirmation
- VII. Ground Transportation
- VIII. Carriage of Children
- IX. Permissible Checked Baggage
- X. Prohibited and Potentially Prohibited Items
- XI. Permissible Carry-on Items
- XII. Acceptance of Baggage for Carriage or Storage
- XIII. Fragile and Perishable Items as Baggage
- XIV. Baggage - Limitation of Liability
- XV. Claims
- XVI. Passenger Behavior and Liability
- XVII. Carriage of Animals
- XVIII. Failure to Operate as Scheduled
- XIX. Oversold Flights
- XX. Compliance with Law and Governmental Regulations
- XXI. Waiver and Modification of Contract of Carriage
- XXII. Severability
- XXIII. Titles
- XXIV. Conflict of Terms
- XXV. Choice of Law
- XXVI. Contact Information
- XXVII. Effective Date

Passenger transportation will be provided by Encompass Aviation LLC (“Carrier”) and is subject to the terms of its charter contract(s), the following terms and conditions, in addition to any terms and conditions printed on or in any ticket or ticket-less travel authorization accepted by Carrier (collectively, the “Agreement”). By accepting transportation from Carrier, all Carrier passengers agree to be bound thereby.

I. Definitions

- a. Baggage – Articles, effects and other personal property as are necessary or appropriate for wear, use, comfort or convenience in connection with air travel, whether checked in the baggage compartment or carried in the passenger compartment.
- b. Carriage means the transportation of passengers and/or baggage by air, gratuitously or for hire, and all services of Carrier incidental thereto.
- c. Carrier means Encompass Aviation LLC.
- d. Checked baggage means baggage of which Carrier takes sole custody and for which Carrier has attached a baggage tag(s) and/or issued a baggage check(s).
- e. Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.
- f. Ticket – the record of agreement, or passenger ticket which incorporates these Conditions of Carriage.

II. Application of Conditions

- a. The terms and conditions contained in this Contract of Carriage are expressly agreed to by Passenger. No employee, agent, or representative of Carrier has authority to change or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Carrier.
- b. This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the Rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on Carrier’s operation, the latter shall prevail.

III. Security

- a. Carrier reserves the right to collect, process, and use any and all personal data you provide when Carrier believes in good faith it is in the interests of aviation security or otherwise necessary or advisable to carry out any and all business purposes related to providing transportation to its passengers. Carrier will protect the confidentiality of its passengers’ personal information as required by law. Carrier may transfer to third parties, including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, or government agencies such personal data provided for their use in processing and providing services under this Agreement. A passenger’s acceptance of this Agreement and delivery of the passenger’s personal information constitutes consent to Carrier. Carrier reserves the right to refuse service, at its sole

discretion, to any passenger who does not comply with the request for such personal data or based on the results of providing such personal data.

- b. Passengers should expect to comply with both Carrier's and the United States Department of Homeland Security Transportation Security Administration ("TSA") guidelines. Passengers and their baggage may be subject to random inspection with an electronic detector with or without the passenger's consent or knowledge by Carrier personnel, third party security agents or employees of the Transportation Security Agency ("TSA"). Additional screening may be required even if the item is generally permitted. Carrier reserves the right to decide whether to allow an item on the aircraft. Passengers failing to consent to searches requested by Carrier or the TSA will be denied boarding and may be reported to proper authorities.

IV. Refusal to Transport

- a. Carrier will refuse to transport, or will remove from an aircraft at any point, any passenger and/or their baggage in any of the following circumstances:
 - i. Failure of Passenger to comply with the Rules of this Contract of Carriage.
 - ii. Safety and Government Request or Regulation – Whenever such action is necessary for reasons of aviation safety or to comply with any Federal Aviation Regulation or other applicable U.S. regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Carrier's control (including, without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances, whether actual, threatened, or reported).
 - iii. Search of Passenger or Property – Any passenger who refuses to permit the search of his or her person or property.
 - iv. Proof of Identity (ID)– Any passenger who refuses on request to produce valid, government-issued photo positive identification.
 - v. Special Medical Requirements – Carrier will refuse to transport persons requiring the following medical equipment or services, which either are prohibited by FAA regulations or cannot be accommodated on Carrier's aircraft because of its size: medical oxygen for use onboard the aircraft, incubators, respiratory assistance devices that must receive power from the aircraft's electrical power supply, or persons who must travel on a stretcher.
 - vi. Comfort and Safety – Carrier may refuse to transport or remove from the aircraft at any point any passenger in the following categories as may be necessary for the comfort or safety of such passenger or other passengers:
 - 1. Persons whose conduct are or have been known to be disorderly, abusive, offensive, threatening, intimidating, or violent;
 - 2. NOTE: Carrier will not refuse to provide transportation to a qualified individual with a disability solely because the individual's

disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience crewmembers or other passengers.

3. Persons who are barefoot or otherwise on an inappropriate state of undress;
4. Persons who are unable to occupy a seat with the seat unassisted with the seat belt fastened, or whose body weight exceeds load limits specified by the aircraft manufacturer;
5. Persons who appear to be intoxicated or under the influence of drugs;
6. Persons who are suspected of having a contagious disease, if the Carrier determines the person's condition poses a direct threat as defined in 14 CFR § 382.3;
7. Persons who have an offensive odor, except where such condition is the result of a qualified disability;
8. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in Federal Aviation Regulation, 14 C.F.R. § 108.11;
9. Manacled persons in the custody of law enforcement personnel; persons brought into the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier's Employees an objection to being transported on the flight;
10. Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition renders the passenger unacceptable for carriage;
11. Infants fourteen (14) days of age or younger, unless approved for carriage in writing by an attending physician; or
12. Persons who are unwilling or unable to abide with Carrier's non-smoking rules.
13. Pregnant passengers are urged to consult with their physicians regarding the safety of air travel during pregnancy, giving special consideration to complications caused by 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 Carrier, pregnant passengers acknowledge and accept all risks associated with travel during pregnancy.
14. Persons who refuse to comply with instructions given by Carrier's employees or representatives.
15. Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives.

16. Persons soliciting items for sale or purchase.
 17. Persons who have resisted escorts or escorted persons who express to Carrier's employees or its representatives an objection to being transported on the flight.
 18. Persons who are unable to safely board the aircraft and traverse the aisle to their seats without assistance and without causing injury to themselves or others.
 19. Persons who are pregnant and expecting delivery within ten (10) days unless, the person provides a doctor's certificate, dated within seventy-two (72) hours of departure, stating that the doctor has examined and found the person to be physically fit for air transportation. Further terms applicable to pregnant passengers are set forth herein.
 20. Persons who cannot be transported for any reason.
- b. Any passenger refused passage or removed enroute under the provisions of this Agreement may receive a flight pass refund at Carrier's sole discretion. Such refund shall be the sole recourse of any passenger refused passage or removed enroute. UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

V. Pregnant Passengers

a. Pregnant passengers are urged to consult with their physicians regarding the safety of air travel during pregnancy, giving special consideration to complications caused by 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 Carrier, pregnant passengers acknowledge and accept all risks associated with travel during pregnancy. Pregnant Passengers in their ninth month will be refused, unless such Passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight, and that the estimated date of delivery is after the date of the last flight.

VI. Reservations/Travel Confirmation

a. No person shall be entitled to transportation except with a valid reservation and upon presentation of a valid Travel Confirmation or proof of identification acceptable to Carrier that transportation has been purchased. Such ticketing documentation, whether electronic or paper documentation shall entitle the person to transportation only between points of origin and destination of the reservation. No reservation shall be considered valid until Carrier has received payment of all applicable fees in full. Carrier reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable laws or Carrier's rules and regulations.

b. Airport check-in time limits: Passenger's must check in with the appropriate Carrier personnel or its representatives located at the departure airport at least fifteen (15) minutes prior to the scheduled departure time or the passenger will be considered a "No Show". If a passenger is a No Show, they will be unable to board the flight.

VII. Ground Transportation

- a. Carrier does not assume responsibility for the parking of vehicles or the ground transportation of any passengers or their baggage. Carrier may, at its sole discretion, offer or promote ground transportation options in certain locations or in conjunction with certain bundled, packaged or charter services. Passengers are responsible for charges associated with any such parking or ground transportation that they chose to accept. Carrier assumes no responsibility, and all passengers waive any claims against Carrier, relating to or in connection with any parking or ground transportation that may be offered in connection with Carrier's services.

VIII. Carriage of Children

- a. Infants Fourteen (14) Days of Age or Younger – Carrier will not provide transportation services to any infant fourteen (14) days of age or younger, unless an attending physician approves such infant for air travel in writing and such approval is presented to Carrier at time of Check-in. It is the responsibility of the child's parent or accompanying adult to ensure that: (i) any restraint device functions correctly; (ii) the child is adequately secured by the device; (iii) the child's weight does not exceed applicable limitations; (iv) the device meets all applicable FAA requirements; and (v) the device has been properly secured to the seat. Infants must be accompanied by a passenger eighteen (18) years of age or older.
- b. Children older than 14 days and under 2 years of age – must be secured in their own separate seat with separate seat belt using an FAA-approved child restraint device and accompanied by a passenger eighteen (18) years of age or older. No lap children are permitted on Carrier's flights. Children may not be placed in booster seats, restraint vests, restraint harnesses and/or any other devices not meeting FAA requirements.
- c. Children under eight (8) years of age may only travel on Carrier when accompanied by a passenger aged eighteen (18) or older.
- d. Children between the ages of eight (8) and sixteen (16) – who meet the size requirements to travel in a motor vehicle without a car seat may travel on Carrier unaccompanied, provided that a parent or legal guardian of the child: (i) completes and signs Carrier's Unaccompanied Minor Form at the departure location; and (ii) meets the child upon arrival at the destination.
- e. Carrier will not provide transportation to any child, regardless of age, without a confirmed reservation for that child.
- f. Proof of age may be required by Carrier for any child, minor, or infant traveling accompanied

IX. Permissible Checked Baggage

- a. Baggage tendered for transportation either as checked baggage or personal items carried on board the aircraft is subject to inspection for security and safety reasons.

Passengers and their baggage are subject to inspection with or without the passenger's consent or knowledge.

- b. Carrier will accept as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger, as the personal property of the fare-paying passenger and not intended for sale to other persons, subject to the following conditions:
 - i. Carrier will refuse to accept baggage for transportation on any flight other than the flight on which the passenger is transported;
 - ii. Carrier will refuse to accept any baggage for transportation if it or its contents cannot withstand ordinary handling, or if its weight, size, or character renders it unsuitable for transportation in the baggage compartment on the particular aircraft on which it is to be carried, or if its nature, contents or characteristics might present a security risk, cause injury or discomfort to passengers or Carrier employees, cause damage to the aircraft, other equipment or other baggage;
 - iii. Each piece of baggage tendered to Carrier for carriage must have affixed thereto a current identification tag or label with the passenger's name, address, and telephone number; With the exception of assistive devices (e.g. cane, one set of crutches, one set of braces, prosthetic devices, or a wheelchair) used by an individual with a disability, Carrier will not accept as baggage any item having outside measurements (i.e., the sum of the greatest outside length plus the greatest outside height plus the greatest outside width) that exceed forty-four (44) inches, or that weigh more than thirty (30) pounds;
 - iv. Carrier will not transport baggage containing live animals (See Section XVII Carriage of Animals);
 - v. Carrier will refuse to accept baggage that, because of its nature, contents, or characteristics (such as sharp objects, paint, corrosives, or other prohibited hazardous materials), might cause injury to passengers or Carrier's Employees, damage to aircraft or other equipment, or damage to other baggage; and
 - vi. Carrier will not accept baggage that cannot safely be carried in the baggage compartment of the aircraft.
 - vii. Odd-sized baggage or objects, such as skis, surfboards and/or fishing rods cannot be accommodated.
 - viii. Children paying for a seat will receive the appropriate baggage allowance for that seat in addition to one stroller and one car seat.

X. Prohibited and Potentially Prohibited Items

- a. Federal law prohibits hazardous materials from being included as either checked or personal items. Items such as explosives, compressed gases, oxidizers, corrosives, flammable liquids and solids, loaded firearms, radioactive materials and poisons are considered hazardous. Some common examples of prohibited items include paints,

mace/tear gas, lighter fluid, oxygen bottles, fireworks, recalled batteries and devices.

Other prohibited or potentially prohibited items include:

- i. Controlled Substances, Drugs and Marijuana – Carrier Air does not permit controlled substances and drugs, including marijuana, to be transported on its flights or aircraft. Although California has legalized marijuana for medicinal purposes, federal law considers marijuana a controlled substance regardless of whether it is considered legal under state law for medical or recreational purposes. Any attempt to transport marijuana on Carrier’s flight or aircraft may result in an inability to travel on Carrier’s flight or aircraft and may be referred to law enforcement, as determined in Carrier’s sole discretion.
- ii. Hoverboards – Hoverboards or self-balancing scooters are prohibited on Carrier flights or aircraft. These devices have the potential to ignite and catch fire, posing a serious safety concern. This prohibition includes devices that have the battery removed.
- iii. Firearms – Passengers may not transport firearms on any Carrier flight or aircraft, whether as checked baggage or as a carry-on item, unless the passenger carrying the firearm is an active law enforcement officer carrying applicable valid identification and carrying the firearm in compliance with the requirements of 49 CFR § 1544.219(a)(1)-(3).
- iv. Lithium Ion and Lithium Metal Batteries - Spare (uninstalled) lithium ion and lithium metal batteries must be carried in **carry-on baggage only**. When a carry-on bag is checked at the gate or at planeside, all spare lithium batteries must be removed from the bag and kept with the passenger in the aircraft cabin. The battery terminals must be protected from short circuit. Lithium batteries recalled by the manufacturer/vendor must not be carried aboard aircraft or packed in baggage. Battery-powered devices recalled because of lithium battery safety concerns also should not be carried aboard aircraft or packed in baggage unless the device or its battery has been replaced, repaired or otherwise made safe per manufacturer/vendor instructions. Batteries and devices must be in compliance with the requirements of [49 CFR 175.10\(a\)\(18\)](#)
- v. Fragile and Perishable Items – Carrier may, but is not obligated to, conditionally accept previously damaged, improperly packed, fragile, or perishable items for carriage as checked baggage subject to the passenger’s assumption of risk for damage to or destruction of such items. If Carrier does accept such goods for transportation, in the case of domestic transportation it reserves the right to require the passenger to sign a limited release with respect to such goods. In the case of domestic transportation, Carrier shall not be responsible for loss, damage or delay of such fragile items whether or not such a limited release has been signed by the passenger.

XI. Permissible Carry-on Items

- a. Carrier will determine whether or not any baggage of a passenger, because of its weight, size, contents, or character, may be carried in the passenger cabin of the aircraft.
- b. Only small personal items, such as purses, small tablet computers, reading materials, food or beverage for enroute consumption, and coats, jackets, wraps, or similar outer garments, are permitted in the passenger cabin of the aircraft, provided that such items are not harmful or dangerous to other passengers, the flight crew, or the aircraft. Personal items must be securely stowed or held by the passenger, and may not be placed on the floor of the aircraft during taxi, takeoff, and landing. These items are the sole responsibility of the passenger. Due to the size of the aircraft operated by Carrier, larger items such as laptop bags, backpacks and large purses cannot be accommodated in the passenger cabin. Except as provided herein, animals may not be carried on the aircraft. Claims for lost, forgotten, or stolen personal items will not be accepted by Carrier. On any given flight, Carrier reserves the right to further restrict the number of carry-on items as circumstances may require. Carrier will refuse baggage articles or items that, for whatever reason, might create a risk of harm to the aircraft, its crew or its passengers.
- c. Operations, space constraints, security directives and/or other safety considerations may require limitations to the allowable Carry-on Baggage on a specific flight.
- d. Carrier reserves the right in its sole and absolute discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.
- e. Carrier reserves the right to check a Passenger's Carry-on Baggage for any reason, including if the Carry-on Baggage cannot be safely stowed.

XII. Acceptance of Baggage for Carriage or Storage

- a. Carrier will accept baggage for checking from a passenger when tendered to Carrier immediately prior to boarding the aircraft, or at an earlier time on the day of commencement of travel as may be authorized by Carrier employees at the departure airport. Carrier will not transport baggage checked by a passenger to a point beyond the destination indicated on the passenger's reservation, to an intermediate stop or connection point, or on any flight other than the flight on which the passenger is scheduled to travel. In its sole discretion, Carrier may accept and store baggage for a flight to be operated on a later date, for pickup on a later date, or for shipping to another destination on a passenger's behalf, provided that the passenger waives all liability for the loss of or damage to such baggage while in Carrier's possession and passenger agrees that it is solely responsible for any third party baggage storage and shipping fees.

XIII. Fragile and Perishable Items as Baggage

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

Passengers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property.

XIV. Baggage – Limitation of Liability

- a. Carrier's liability, if any, for loss of or damage to baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by an individual with a disability, is limited to the proven actual value of damage or loss, but in no event shall be greater than \$200.00 per passenger.
- b. Carrier will compensate the passenger for reasonable, documented damages incurred as a result of the loss of or damage to such items up to the limit of liability defined herein, provided that the damage was caused by Carrier or occurred while the baggage was in Carrier's sole custody, and the passenger exercised reasonable effort to minimize the amount of damage as determined in Carrier's sole discretion. Actual value for reimbursement of lost or damaged property shall be calculated as the lesser of the documented original purchase price of the items, less depreciation for prior usage, or the cost to make applicable repairs. In no event will Carrier be liable for damage to bags arising from ordinary wear and tear or broken or damaged handles, zippers, snaps, flaps, rivets or wheels.
- c. Carrier will be liable for such personal property only for the period in which it is in the custody of Carrier. Carrier will assume no liability or responsibility for property carried onboard the aircraft by a passenger and retained in the custody of the passenger. While Carrier will make reasonable efforts to return carry-on items that have been left onboard an aircraft, Carrier assumes no custody or responsibility for property carried onboard an aircraft by a passenger.
- d. Carrier assumes no responsibility and will not be liable for money, jewelry, cameras, photographic, video and electronic equipment (including computers), silverware, natural fur products, precious gems and metals, medication, negotiable papers, securities, business documents, samples, items intended for sale, paintings and other works of art, antiques, collectors' items, photographs, artifacts, antiques, heirlooms, manuscripts, furs, keys, spirits, irreplaceable books or publications, and similar valuables.
- e. If a wheelchair, mobility aid, or assistive device is lost, damaged, or destroyed while in Carrier's possession, Carrier's liability shall be the documented original purchase price of the wheelchair, mobility aid, or assistive device, without depreciation.
- f. Carrier's liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid.
- g. Under no circumstances shall Carrier be liable to any passenger for any type of special, incidental or consequential damages related to the damage, loss or delay of checked baggage.
- h. Passengers are encouraged to carry any valuable items personally. These valuable items which Carrier will not accept for carriage include: medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including computers, software or music devices), CDs, DVDs, automotive parts, boat parts, silverware, optical equipment (including contact lenses), dental and orthodontic

devices or equipment, keys, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications and similar valuables contained in checked or unchecked baggage. In the case of domestic transportation, Carrier reserves the right to require the passenger to sign a limited liability release before accepting any such items for transportation. In the case of domestic transportation, if any valuable items of the type described in this paragraph are lost, damaged or delayed, passenger will not be entitled to any reimbursement or compensation from Carrier, whether or not a limited liability release has been signed by passenger. All valuable items brought onboard must be able to be carried inside the cabin without interference to other passengers or must be able to be stowed away inside the cabin. Carrier reserves the right to require the passenger to arrange for other transportation of valuable items if these requirements cannot be met.

- i. It is the Passenger's responsibility to attach proper identification to Baggage, and Carrier is not liable for a Passenger's failure to do so.

XV. Claims

- a. No claim for personal injury or death of a passenger will be recognized by Carrier unless written notice of such claim is presented to Carrier within twenty-one (21) days after the occurrence of the event giving rise to the claim.
- b. In the case of loss of, damage to, or delay in delivery of baggage, no claim will be entertained by Carrier unless preliminary written notice of such claim is presented to Carrier at the airport, within twenty-four (24) hours after the arrival of the flight on which the loss, damage or delay is alleged to have occurred. The preliminary notice may thereafter be amended in writing; however, such amended claim must be presented to Carrier no later than ten (10) days after the occurrence of the event giving rise to the claim.
- c. Failure to provide notice within the foregoing time limits will not bar a claim if the claimant establishes to the satisfaction of Carrier that he or she was unable, through no fault or omission of the claimant, to provide notice within the specified time limits.
- d. To the maximum extent permitted by law, no legal action on any claim described above may be maintained against Carrier unless commenced within six (6) months of Carrier's written denial of a claim, in whole or in part.
- e. In all cases of injury or loss, Carrier's liability will be strictly limited to the minimum required coverage as specified in the Federal Code of Regulations, 14 CFR 205.5.
- f. IN NO EVENT WILL CARRIER, ITS AFFILIATES, AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH A PASSENGER'S USE OF SERVICES PROVIDED BY CARRIER OR ITS AFFILIATES, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER CARRIER, ITS AFFILIATES AND/OR THEIR RESPECTIVE PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XVI. Passenger Behavior and Liability

- a. Compliance with Instructions – At all times while onboard Carrier aircraft, passengers shall act in a reasonable and responsible manner and must comply with the directions and instructions of the pilots in command of the aircraft. In addition, passengers must act in a reasonable and responsible manner while at any fixed base operator (“FBO”) or airport.
- b. Smoking – Smoking onboard Carrier aircraft is prohibited by federal law. Smoking (including use of electronic simulated smoking materials and smokeless cigarettes) is not permitted on any flights operated Carrier. Use of betel nut (i.e., betel chewing) is also prohibited on all flights operated by Carrier.
- c. Alcohol – Federal law strictly prohibits the consumption of alcohol on Carrier’s aircraft except where such alcohol is supplied by Carrier personnel.
- d. Liability – Passengers are liable to Carrier for any damage which they cause to the aircraft or other property and for costs incurred by Carrier to due to the passenger’s medical or other emergency or the passenger’s inappropriate conduct, including costs for diversion to a different destination.

XVII. Carriage of Service Animals and Dogs.

Carrier will accept for transportation, without charge, trained Service and/or Emotional-Support Animals for travel with an individual with a disability requiring such animal to assist with the performance of necessary activities, subject to the conditions set forth in subsection (a) below. Carrier will also accept for transportation one canine or feline that is not a Service Animal or Emotional Support Animal subject to the conditions set forth in subsection (b) below. In any case, only one (1) animal may be accepted per flight.

- a. Service and / or Emotional-Support Animals will be allowed on all Encompass Aviation aircraft [Ref: Air Carrier Access Act (ACAA)] within the following restrictions:
 - i. Service Animals must be trained and respond to commands;
 - ii. Owners of an Emotional-Support Animal (ESA) must supply a letter in advance (to animals@encompassaviation.com) confirming the need for accommodation which is written by a qualified psychiatrist or psychologist and current within one (1) year of its date;
 - iii. Only canines or felines will receive such accommodation;
 - iv. Animals weighing up to twenty (20) pounds must be leashed at all times;
 - v. Animals weighing between twenty-one (21) and one hundred (100) pounds must wear an approved harness attached to the seatbelt in its own passenger seat.
 - vi. Members will be provided a list of approved harnesses;
 - vii. Members will provide an approved harness for their animal; and,
 - viii. Members will be responsible for the availability of this harness at the time of aircraft boarding.

- ix. Animals heavier than one hundred (100) pounds will not be admitted to the flight;
 - x. Animals weighing between twenty-one (21) and one hundred (100) pounds must be located in the rearmost seating so that other passengers' egress will in no way be impeded;
 - xi. Only one (1) animal will be allowed per flight. If there is more than one request for a given flight, the first member to have completed airport check-in will be able to board their animal on that flight; and,
 - xii. Regardless of all the specifications having been met, the Captain may nevertheless ultimately deny boarding of any animal if in his / her opinion the safety of the flight will be compromised.
- b. Members' pets will be allowed on all Encompass Aviation aircraft per the following specifications:
- i. Only canines or felines will receive such accommodation;
 - ii. Animals weighing up to twenty (20) pounds must be either:
 - a) Leashed at all times; or, b) Kept caged and positioned in the luggage area.
 - iii. Animals weighing between twenty-one (21) and one hundred (100) pounds must wear an approved harness attached to the seatbelt in its own passenger seat.
 - a. Members will be provided a list of approved harnesses;
 - b. Members will provide an approved harness for their animal; and,
 - c. Members will be responsible for the availability of this harness at the time of aircraft boarding.
 - iv. Animals heavier than one hundred (100) pounds will not be admitted to the flight;
 - v. Animals weighing between twenty-one (21) and one hundred (100) pounds must be located in the rearmost seating so that other passengers' egress will in no way be impeded;
 - vi. Only one (1) animal will be allowed per flight. If there is more than one request for a given flight:
 - a. The member with the Service or Emotional-Support Animal will be given boarding priority;
 - b. For all other animals, the first member to have completed airport check in will be able to board their animal on that flight;
 - vii. Regardless of all the specifications having been met, the Captain may nevertheless ultimately deny boarding of any animal if in his / her opinion the safety of the flight will be compromised.

XVIII. Failure to Operate as Scheduled

- a. Carrier will attempt to transport passengers and their baggage promptly and as scheduled. Flight schedules, however, are subject to change without notice and Carrier's published schedules and reservations are not guaranteed.
- b. Carrier will use its best efforts to notify all affected passengers promptly of planned or unplanned schedule changes, service withdrawals and cancellations including, but not limited to, weather.
- c. Carrier will attempt to transport passengers and their baggage promptly and as scheduled. Flight schedules, however, are subject to change without notice, and the times shown in or on Carrier's published schedules and reservations are not guaranteed.
- d. Carrier shall not be liable for any failure or delay in operating any flight due to causes beyond Carrier's control, including but not limited to, acts of God, governmental actions, fire, weather, mechanical difficulties, Air Traffic Control, strikes or labor disputes, or inability to obtain fuel for the flight in question. Carrier shall use its best efforts to notify all affected passengers promptly of planned schedule changes and service withdrawals.
- e. At times, without prior notice to passengers, Carrier may need to substitute other aircraft and airlines and may change, add, or omit intermediate or connecting stops. Carrier cannot guarantee that passengers will make connections to other flights of its own or those of other airlines. In the event a flight schedule changes, Carrier will attempt to so notify affected passengers as soon as possible via the contact information provided by the passenger.

XIX. Oversold Flights

- a. In the event of an oversold flight, Carrier will first solicit volunteers to give up their seat. If volunteers cannot be found, Carrier will have to involuntarily deny boarding to the last Member(s) and/or Guest(s) who booked the flight. Possible exceptions may be made at the sole discretion of Carrier. If a passenger is involuntarily denied boarding, s/he may be entitled to receive non-monetary redress, at Carrier's sole discretion.
- b. Passengers who are Qualified Individuals with Disabilities, unaccompanied minors under the age of 18 years, or minors between the ages of 5 to 15 years who use the unaccompanied minor service, will be the last to be involuntarily denied boarding if it is determined by Carrier that such denial would constitute a hardship.
- c. The priority of all other confirmed passengers may be determined based on a passenger's fare class, itinerary, status of frequent flyer program membership, and the time in which the passenger presents him/herself for check-in without advanced seat assignment.

XX. Compliance with Law and Governmental Regulations

- a. All transportation is sold and all carriage is performed subject to compliance with all applicable laws and governmental regulations, including those of the U.S. Department of Transportation and the Federal Aviation Administration, many of

which are not specified herein but are nonetheless binding on Carrier and all passengers.

- b. Carrier does not permit controlled substances and drugs, including marijuana, to be transported on its aircraft. Federal law considers marijuana a controlled substance regardless of whether it is considered legal under state law.
- c. It is the passenger's responsibility to obtain and have possession of all required travel documents. Carrier assumes no responsibility for compliance by passengers with immigration and customs laws and regulations of each country from, through, or to which a flight is operated. Carrier shall not be responsible for any information or assistance given to a passenger by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any passenger resulting from his or her failure to obtain such documents and comply with such laws and regulations.

XXI. Waiver and Modification of Contract of Carriage

- a. Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of this Contract of Carriage without prior notice. All changes must be in writing and approved by a corporate officer of Carrier, and except as authorized by an officer of Carrier in writing, no employee or agent of Carrier has the authority to modify, waive or alter any term of the Agreement or otherwise make commitments on behalf of Carrier.

XXII. Severability

- a. If, for any reason, any portion of this Agreement will be determined by a competent authority to be void or unenforceable, then (a) that portion will be of no effect, (b) the balance of the Agreement will remain in full force and effect, and (c) the Agreement 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.

XXIII. Titles

- a. Article titles and subheadings contained in this Contract of Carriage are inserted only as a matter of convenience and for reference. Such titles in no way define, limit, or describe the scope or extent of any provision of this Contract of Carriage.

XXIV. Conflict of Terms

- a. In the event of a conflict between the Contract of Carriage, the terms printed on any ticket, terms printed on any ticketless travel authorization, and terms specified on Carrier's website, schedules or elsewhere, precedence will be given in the order in which they are listed in the foregoing and if there is more than one version of any that are applicable, the last in time.

XXV. Choice of Law

- a. The Agreement is governed by and are to be interpreted in accordance with Federal Law and the laws of the State of Nevada.

XXVI. Contact Information

- a. Carrier welcomes your questions or comments regarding these terms of service:
Encompass Aviation
Attn: Customer Care Department
3507 Jack Northrop Ave.
Hawthorne California, 90250
customercare@encompassaviation.com

XXVII. Effective Date

- a. The Agreement is effective as of November 7, 2017.