

The logo features a blue checkmark symbol positioned above the letter 'e' in the word 'Breeze'.

# **Breeze**

## **Contract of Carriage**

Updated as of March 20, 2025

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## 1. DEFINITIONS

**Adult** means a person who has reached their eighteenth birthday as of the date of commencement of travel.

**Alternate Transportation** means air transportation with a confirmed ticket at no additional charge (by any scheduled airline licensed by DOT) or other transportation accepted and used by a Guest in the case of denied boarding.

**Assistive Device** means any piece of equipment that assists a Guest with Disabilities to hear, see, communicate, maneuver, or perform other functions of daily life, and may include medical devices and/or medications.

**Authorized Third Party** means (i) those booking channels with which Breeze has an agreement to market and sell Breeze tickets, and that are identified as an [Authorized Third Party](#) on the Breeze Website, as updated from time to time, and (ii) if applicable, Authorized Government Travel Agents and Authorized Travel Agents.

**Authorized Government Travel Agent** means those booking agents or booking channels (or their authorized designees) with which Breeze has an agreement to market and sell General Services Administration (GSA) Fares.

**Authorized Travel Agent** means those booking agents or booking channels (or their authorized designees) with which Breeze has an agreement to market and sell BreezeCorp Fares.

**Breeze** means Breeze Aviation Group, Inc., DBA Breeze Airways.

**BreezePoints** means points earned and redeemable by Guests, in each case subject to the terms and conditions set forth in the Breezy Rewards Terms and Conditions as published on the Breeze Website.

**Breeze Guest Service Plan** means Breeze's customer service plan as published on the Breeze Website.

**Breeze Tarmac Delay Plan** means Breeze's contingency plan for lengthy tarmac delays as published on the Breeze Website.

**BreezeThru Flight** means a flight with a stop at an airport between the airports of origin and destination, during which Guests do not change aircraft.

**Breezy Rewards®** means the Breeze loyalty program. For additional information, refer to the Breezy Rewards Terms and Conditions as published on the Breeze Website.

**Breezy Rewards® Account** means a Guest's account associated with the Breezy Rewards program.

**Breeze Website** means [www.flybreeze.com](http://www.flybreeze.com).

**Carriage** means the transportation of Guests and/or baggage by air, together with any related services provided by Breeze in connection with such transportation.

**Child** or **Children** means a person who has reached their second birthday, but not their thirteenth birthday, in each case as of the date of commencement of travel.

**Connecting Flight** means an itinerary, booked within the Breeze reservation system, that includes two (2) or more flights from the airport of origin to the airport of destination, and during which Guests are required to change aircraft.

**Contacting the Breeze Contact Center** means contacting the Breeze Guest Empowerment Team via e-mail, text message, or other messaging methods as available and described on the Breeze Website.

**Contract of Carriage** means the terms and conditions contained in this document, as amended from time to time by Breeze.

**Direct Breeze Channel** means the Breeze Website, the Breeze app, or a Breeze airport ticket counter.

**Domestic** means travel between two points within the United States or between the United States and its territories.

**DOT** means the United States Department of Transportation.

**FAA** means the United States Federal Aviation Administration.

**Fare Rules** means the rules applicable to a Breeze fare offering, as specified on the Breeze Website.

**Flight Credit** or **Voucher** means a credit amount awarded by Breeze to a Guest, which may be used toward eligible tickets, fares, taxes, and certain other charges and fees for Breeze-operated flights, subject to the terms and conditions applicable to such Flight Credit or Voucher.

**Flight Team Member** means a Breeze pilot or flight attendant.

**Guest** means a Breeze passenger or customer.

**Guest with Disabilities** means a 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.

**IATA** means the International Air Transport Association.

**Infant** means a person who is at least seven (7) days of age, but who has not reached their second birthday, in each case as of the date of commencement of travel.

**International** means any travel other than Domestic travel; provided that when the Warsaw Convention and/or Montreal Conventions are applicable, the definition of "International" therein shall prevail.

**Montreal Convention** means the Convention for the Unification of Certain Rules for International Carriage by Air, executed in Montreal on May 28, 1999, including any amendments thereto.

**No Flex Fare** means a ticket identified as a "No Flex Fare" that is subject to additional restrictions with respect to cancellations and modifications as indicated at the time of booking and applicable Fare Rules.

**Non-Revenue Guest** means Team Members and their eligible dependents, buddy pass holders, and other airline employees who travel on a flight subject to availability of space at departure time (i.e., "on standby"), free of charge, or at a reduced rate with the exception of any applicable booking fees, international taxes, and imputed income.

**Oversold Flight** means a flight on which more Guests hold confirmed reservations than there are seats available.

**PED** means a personal electronic device.

**Service Dog** means a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a Guest with Disabilities, including a physical, sensory, psychiatric, intellectual, or other mental disability; provided that Breeze reserves the right to ask if a dog is needed to provide assistance for a Guest with Disabilities, and Team Members are trained to ask certain questions to determine if a dog is a service dog.

**Special Drawing Right** means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF Survey, published weekly by the International Monetary Fund online at: [https://www.imf.org/external/np/fin/data/rms\\_sdrv.aspx](https://www.imf.org/external/np/fin/data/rms_sdrv.aspx)

**Stopover** means a deliberate interruption in the Guest's journey, scheduled to exceed four (4) hours, at an intermediate airport between the Guest's point of departure and the Guest's final destination.

**Team Member** means a Breeze employee, representative, or agent.

**TSA** means the United States Transportation Security Administration.

**Unauthorized Third Parties** means those booking channels that are not an Authorized Third Party.

**Warsaw Convention** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, executed in Warsaw on October 12, 1929, including any amendments thereto.

**Young Adult** means a person who has reached their thirteenth birthday, but not their eighteenth birthday, in each case as of the date of commencement of travel.

## **2. TICKETING**

### **A. Ticket Purchases and Validity**

Guests may purchase tickets on a Direct Breeze Channel, or through an Authorized Third Party. Breeze strongly discourages Guests from purchasing tickets from sources other than a Direct Breeze Channel or an Authorized Third Party, as Breeze is very limited in the assistance that it can provide Guests in connection with such purchases. More information on booking Breeze tickets through Authorized Third Parties and Unauthorized Third Parties can be found on the Breeze Website.

No one shall be entitled to transportation on Breeze without a ticket. Subject to any applicable limitations or restrictions as set forth herein, Guests with tickets will be entitled to transportation between airports of origin and destination. Tickets are valid for the dates and flights indicated on the ticket.

No ticket paid by credit card shall be considered a confirmed ticket if the transaction is not accepted by Breeze for any reason, whether or not the Guest is notified that the transaction was invalid.

### **B. Refusal to Sell Tickets; Right to Refuse Carriage**

Breeze may refuse to sell tickets to any person, including the following, and may inform such persons that they are not permitted to purchase transportation from Breeze:

- a person who has disrupted airline operations at Breeze or other airlines;
- a person who has committed fraud against Breeze;
- a person who has mistreated or refused to follow safety instructions from Team Members or other representatives of other airlines;
- a person who has pursued frivolous claims or threatened frivolous litigation against Breeze without a valid basis for doing so, as determined by Breeze in its sole discretion; or
- a person who has not complied with Breeze policies or has otherwise violated this Contract of Carriage.

In addition, Breeze reserves the right to refuse Carriage to any person:

- who has acquired a ticket in violation of this Contract of Carriage or applicable laws;
- who has failed to provide Breeze with accurate information at the time of booking (e.g., a Guest's full legal name, date of birth, and/or gender); or
- who is without legal capacity to contract.

### **C. Cancellation of Tickets**

All tickets and seat assignments are subject to cancellation, without notice, including without limitation, if:

- the Guest does not have a boarding pass at least forty-five (45) minutes prior to the scheduled departure time for each Domestic flight on their itinerary or one (1) hour prior to the scheduled departure time for each International flight on their itinerary (or, if applicable, by such additional time as may be applicable to specific airports as published on the Breeze Website);
- the Guest fails to make themselves available for boarding at the gate at least thirty (30) minutes prior to the scheduled departure time for each Domestic flight or forty-five (45) minutes prior to the scheduled departure time for each International flight, even if the Guest has already checked in for the flight (or, if applicable, by such additional time as may be applicable to specific airports as published on the Breeze Website);
- the Guest is not on board the aircraft at least fifteen (15) minutes prior to the scheduled Domestic departure time and at least thirty (30) minutes prior to the scheduled International departure time, even if the Guest has already checked in for the flight (or, if applicable, by such additional time as may be applicable to specific airports as published on the Breeze Website);
- the Guest purchases a ticket intending not to fly on all flight segments, and/or the Guest fails to travel on any flight segment of a booked itinerary and fails to modify/cancel the ticket, and/or the Guest otherwise purchases a ticket made to exploit or circumvent ticket or Fare Rules;
- the Guest has been informed that they are not permitted to purchase transportation from Breeze, or has otherwise been refused Carriage by Breeze;
- such cancellation is necessary in order to comply with applicable governmental regulations, directions, or requests including with respect to emergency transportation in connection with federal aviation security or national defense requirements.

If Breeze refuses or is unable to transport a Guest for any of the reasons stated above, such Guest may be eligible for a refund under applicable law or Fare Rules but will not be eligible for denied boarding compensation.

### **D. Check-In**

Subject to additional timing requirements that may be applicable to specific airports (as published on the Breeze Website), Guests are required to obtain a boarding pass at least forty-five (45) minutes prior to the scheduled departure time for all Domestic flights or at least one (1) hour prior to the scheduled departure time for all International flights.

Check-in will be available at the Breeze airport ticket counter two (2) hours prior to the scheduled Domestic departure time and three (3) hours prior to the scheduled International departure time and, if a ticket is eligible for online check-in, check-in will also be available twenty-four (24) hours prior to the scheduled departure time on the Breeze Website and the Breeze app.

It is the Guest's responsibility to arrive at the airport with enough time to complete check-in and security screening processes. Breeze recommends that Guests arrive at the airport at least two (2) hours prior to the scheduled Domestic departure time and three (3) hours prior to the scheduled International departure time.

Guests wanting to check baggage may do so at the ticket counter once airport check-in begins for the Guest's flight. Subject to additional timing requirements that may be applicable to specific airports (as published on the Breeze Website), baggage must be checked at the ticket counter at least forty-five (45) minutes prior to the scheduled Domestic departure time and at least one (1) hour prior to the scheduled International departure time. Guests who present baggage after these time limits may be refused Carriage. In the event that Breeze accepts baggage after the applicable time limit, and except as may be limited by applicable law, (i) the Guest will be liable for all applicable delivery costs if the baggage is not carried on the same flight as the Guest, and (ii) Guests will be ineligible for reimbursement of interim expenses as set forth in Section 7.J. in the event the delivery of their baggage is delayed.

### **3. FARES**

#### **A. General**

All Breeze fares are subject to change until purchased. Breeze offers a range of fares. On certain discount fares, availability may be limited, and additional restrictions may apply. Subject to limited exceptions as set forth herein or as otherwise set forth in the applicable Fare Rules, or as required by applicable law, all Breeze fares and the purchase of optional services (e.g., checked baggage services) are non-refundable. All Breeze tickets are nontransferable.

#### **B. Currency; Method of Payment**

All fares, charges, and any applicable refunds are listed in United States dollars (USD).

Breeze accepts credit cards and debit cards as forms of payment and, subject to the terms and conditions applicable thereto, BreezePoints, Flight Credits, and Vouchers. Breeze does not accept cash, traveler's checks, certified (cashier's) checks, or money orders.



### **C. Guest-Initiated Modifications**

Unless otherwise available through the applicable booking channel, bookings made through Authorized Third Parties may be modified or canceled only through a Guest's Breezy Rewards account. It is free to join Breezy Rewards on the Breeze Website.

Subject to applicable Fare Rules, online changes to a flight itinerary and flight cancellations must be made at least one (1) hour prior to the scheduled departure time. No Flex Fares and any reservation containing a No Flex Fare are subject to additional restrictions with respect to cancellations and modifications as indicated at the time of booking.

If permitted by applicable Fare Rules, itinerary changes are subject to payment of applicable price differences in airfare, class of service, and optional services for the alternate requested date(s) or flight(s), and any difference in applicable government taxes and fees. Itinerary changes and partial cancellations may subject any non-modified segments to fare repricing. A difference in airfare at the current fare price of the purchased fare class at the time of modification may apply.

If permitted by applicable Fare Rules, when an itinerary is canceled or an itinerary change is made at a lower fare, the Guest who booked the travel will receive a credit in the form of a Flight Credit or Voucher (or redeposited BreezePoints in the event that BreezePoints were used for the ticket purchase) to the extent of any remaining value.

If a Guest does not travel on a Breeze flight and fails to cancel the booking prior to the time limit specified in this section or in accordance with the applicable Fare Rules, the Guest will not receive a refund or BreezePoints for the purchased fare.

### **D. Routing**

A fare applies only to transportation between airports via the intermediate cities, if any, specified by Breeze in reference to that fare.

Tickets may not be issued or accepted for transportation that either originates or terminates at an airport other than the airport for which the fares are published.

### **E. No Child Fares**

Breeze does not offer special fares for Infants, Children, or Young Adults.

### **F. Erroneous Fares**

If an erroneous fare (including a fare that is reasonably apparent as erroneous) is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Breeze reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the ticket for the correct fare. In this event, Breeze will also reimburse any reasonable, actual, and

documented out-of-pocket non-refundable expenses incurred by the purchaser in reliance upon the erroneous fare ticket purchase.

#### **G. Non-Refundability**

Except as required by applicable law or as otherwise noted in the Fare Rules, Breeze tickets and optional services are non-refundable; provided, however, if a Guest purchases a nonrefundable ticket one week (168 hours) or more prior to a flight's scheduled departure time, and that ticket is canceled within twenty-four (24) hours of purchase, Breeze will refund the payment in full to the original form of payment without assessment of a cancellation fee.

For all other Guest-initiated flight cancellations, and subject to applicable Fare Rules, the Guest who booked the travel will receive a credit in the form of a Flight Credit or Voucher (or redeposited BreezePoints in the event that BreezePoints were used for the ticket purchase).

### **4. ACCEPTANCE AND REFUSAL OF GUESTS**

#### **A. Travel Requirements and Documentation**

Guests who refuse or fail to produce identification upon request by a Team Member may be refused transportation.

It is the responsibility of each Guest to familiarize themselves with applicable Domestic or International travel requirements and requisite travel documentation. Guests shall comply with all laws, regulations, orders, demands, and travel requirements, including but not limited to those relating to passports, visas, health/immunization requirements, and other travel documents. Guests who fail to comply with any of these requirements may be refused transportation.

Breeze shall not be liable for:

- any aid or information given by any Team Member to any Guest in connection with obtaining necessary travel documents or complying with applicable laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise;
- the consequences to any Guest resulting from such Guest's failure to obtain requisite travel documents or to comply with applicable laws, regulations, orders, demands, requirements, or instructions; or
- any expenses incurred due to a Guest's failure to comply with this provision.

Breeze reserves, in its sole discretion, the right to refuse Carriage to any Guest who has not, in the judgment of Breeze, complied with applicable laws and regulations, the instructions of Team Members, or this Contract of Carriage.

Guests shall pay the applicable fare whenever Breeze, on government order, is required to return a Guest to their point of origin or elsewhere due to the Guest's inadmissibility into or deportation from a country, whether of transit or of destination.

Breeze reserves the right to hold, photocopy, or otherwise make an image reproduction of a travel document presented by any Guest and accepted by Breeze as a condition of boarding.

## **B. Conduct and Conditions for Travel**

A Guest shall not be permitted to board the aircraft or may be required to leave an aircraft if that Guest:

- is disorderly, abusive, violent, or their conduct creates an unreasonable risk of offense or annoyance;
- appears to be intoxicated or under the influence of drugs;
- interferes or attempts to interfere with any Team Member, including any Flight Team Member, in the pursuit of their duties;
- is or is perceived by a Team Member to pose a security threat, or risk of harm or damage to Breeze, its aircraft or property, and/or other Guests or their property;
- has a communicable disease that poses a risk to other Guests and fails to provide the medical certificate described in Section 4.D.;
- is unable or unwilling to sit in a seat with a seat belt fastened during the normal course of a flight;
- is barefoot or inadequately clothed, or displays items of an obscene nature;
- fails to obey lawful instructions of any Team Member;
- has an offensive odor, unless caused by a qualified disability;
- refuses to permit a search of person or property for explosives or for deadly or dangerous weapons, articles, or substances;
- is in the custody of law enforcement (with or without restraints); or
- refuses to comply with any applicable local, federal, or international laws or regulations (including, without limitation, in relation to any face mask or similar requirement).

If a Guest is not permitted to board and/or is required to leave an aircraft for safety, regulatory, or other conduct reasons stated above, (i) the Guest is eligible for a refund to their original form of payment with respect to the un-flown portion of their reservation,

and (ii) the Guest may be restricted from flying in the future with Breeze and/or other carriers.

If Breeze is required to return to the gate or divert an aircraft to land at a location other than its intended destination due to a Guest's disruptive or disorderly conduct, Breeze will be entitled to reimbursement from the Guest for the additional costs that Breeze incurs for such diversion, including costs to accommodate other Guests, excess Team Member and ground handling costs, fuel, fees, and any applicable collection costs and/or attorneys' fees. The reimbursement amounts due, as reasonably determined in good faith by Breeze, will be binding on the Guest.

### **C. Guests with Disabilities**

All Guests with Disabilities will be provided transportation unless otherwise refused transportation in accordance with applicable laws and regulations. Guests with Disabilities need not give advance notice of their disability; provided that, consistent with 14 CFR Part 382.27(c), a Guest with Disabilities must provide Breeze with at least forty-eight (48) hours advance notice and check in at the departure airport during ticket counter hours at least one (1) hour prior to the required check-in time for the general public as described in Section 2.D. should such Guest require any of the following services or accommodations:

- provision of hazardous materials packaging for batteries or other Assistive Devices that are required to have such packaging;
- accommodation for a group of ten (10) or more Guests with Disabilities who purchase tickets and travel as a group;
- provision of an on-board wheelchair on an aircraft with more than 60 seats that does not have an accessible lavatory; or
- accommodation of a Guest with Disabilities who has both severe vision and hearing impairments.

Breeze does not provide the following services and accommodations to Guests with Disabilities:

- Carriage of an incubator;
- hook-up for a respirator, ventilator, continuous positive airway pressure machine (CPAC machine), or portable oxygen concentrator (POC) to the aircraft electrical power supply;
- accommodation for a Guest who must travel in a stretcher; or
- Breeze-supplied in-flight medical oxygen.

Guests with Disabilities are not required to travel with an attendant unless it is determined by Breeze that an attendant is essential for safety as stated in 14 CFR Part 382.29. Team Members will not provide special assistance for personal needs, whether on board the Aircraft or at the airport (e.g., assistance in eating, assistance within the restroom, or provision of medical services). Attendants for a Guest with Disabilities must be at least thirteen (13) years of age at the time of commencement of travel.

#### **D. Medical Certificates**

A medical certificate is a written statement from a licensed physician or hospital that is treating a Guest, asserting that such Guest is capable of completing a flight safely, without requiring extraordinary medical assistance during flight. If there is reasonable doubt that a Guest can complete their flight safely, without requiring extraordinary medical assistance during flight, a medical certificate may be required in order for such Guest to travel. The medical certificate must be dated within ten (10) days of the Guest's initial departing flight.

If any Guest has a communicable disease or infection that Breeze determines poses a direct threat to other Guests (e.g., measles), Breeze will require a medical certificate. The medical certificate must be dated within ten (10) days of each flight on which the Guest intends to travel. The medical certificate must state that the Guest's condition would not be communicable to other Guests during the normal course of the flight. If it is potentially transmissible during the flight but transmission can be prevented if certain conditions or precautions are implemented, the certificate must describe those conditions or precautions. In such instances, Breeze will put forth reasonable effort to carry out these measures. If Breeze is unable to do so, or if the Guest is unable to produce a medical certificate, Breeze may refuse to transport such Guest or delay the transport of such Guest.

If such action by Breeze results in the postponement of a Guest's travel, Breeze will permit the Guest to travel at a later time (up to ninety (90) days from the date of the postponed travel) at a fare that would have applied to the Guest's originally scheduled trip without penalty or, at the Guest's option, provide a refund.

#### **E. Respiratory Assistive Devices/Portable Oxygen Concentrators (POC)**

Certain respiratory assistive devices (including a portable oxygen concentrator (POC)) which are approved by the FAA for use in flight may be used on board Breeze aircraft. Guests using such permitted devices must do so strictly in accordance with applicable regulations, including with respect to the Carriage of sufficient batteries. Flight Team Members are not trained to assist with or operate such devices.

Guests are encouraged to review any applicable requirements relating to such devices by referring to the Breeze Website. A Guest planning to travel on Breeze with a respiratory assistive device must:

- notify Breeze by Contacting the Breeze Contact Center at least forty-eight (48) hours before the scheduled departure time to document that the Guest will be traveling with and using a respiratory assistive device on board; and
- check in at the departure airport during ticket counter hours at least one (1) hour prior to the required check-in time for the general public as described in Section 2.D.

To use a respiratory assistive device on board a Breeze flight, Guests must have an FAA-approved POC. More information is available on the Breeze Website.

#### **F. Pregnancy**

Guests who are pregnant are urged to consult with their physician on whether it is safe to travel by air, with due consideration to the possibility of turbulence, cabin pressurization, significantly increased risk of deep vein thrombosis associated with pregnancy, and lack of ready access to medical care.

Guests wishing to travel on Domestic flights in their ninth month of pregnancy must provide Breeze with a written statement from their licensed physician dated no more than seventy-two (72) hours prior to scheduled departure, stating that the Guest is physically fit for air travel to and from the requested destination, and that the estimated date of the delivery is after the date of the last flight. Women with a history of complications or premature delivery should not fly at all. By traveling with Breeze, a Guest who is pregnant acknowledges and accepts these risks.

Guests wishing to travel on International flights while pregnant may be subject to additional legal requirements and potential denied entry into the United States by a U.S. Customs and Border Protection Officer.

#### **G. Guest Seating Needs**

A Guest who encroaches on an adjacent seat area and/or is unable to sit in a single seat with the armrests lowered will be required to purchase an additional adjacent seat. If a Flight Team Member determines that a Guest cannot be accommodated in a single seat, and the purchase of an additional seat is required but there are no available seats on the aircraft for purchase, the Guest will be booked on the next available Breeze flight, or the ticket will be refunded.

It is a Guest's responsibility to notify Breeze of a unique seating need. Breeze may refuse to transport individuals who are unable or unwilling to comply with Breeze seating requirements.

## **5. YOUNG ADULTS, CHILDREN, AND INFANTS**

### **A. Young Adults**

Young Adult Guests may travel without an Adult Guest only on non-stop Domestic flights with government-issued documentation of their age; provided that Breeze reserves the right not to transport a Young Adult Guest traveling alone on a flight that Breeze reasonably anticipates may be diverted or canceled due to weather or other operational considerations. In the event a Young Adult Guest's flight is disrupted, Breeze is authorized to take whatever actions are reasonable and necessary under the circumstances, and the parent or legal guardian of such Young Adult Guest will be liable for expenses incurred by Breeze in taking such actions.

By purchasing a ticket for a Young Adult Guest traveling alone, the party purchasing such ticket represents that either (i) they are the parent or guardian of such Young Adult Guest, or (ii) they have the authority to act on behalf of such Young Adult Guest's parent or guardian. IN ADDITION, SUCH PURCHASER AGREES TO INDEMNIFY, HOLD HARMLESS, AND FULLY RELEASE BREEZE FOR ANY AND ALL INJURY OR DAMAGES TO PROPERTY OR PERSONS CAUSED BY OR INCURRED AS A RESULT OF A YOUNG ADULT'S ACTIONS, INCLUDING INJURIES TO THE YOUNG ADULT GUEST CAUSED BY THEIR OWN NEGLIGENCE.

For the avoidance of doubt:

- Young Adult Guests may not travel without an Adult Guest on BreezeThru Flights, Connecting Flights, or any International flight, except that Young Adult Guests may travel on a single non-stop portion of a flight marketed as a Domestic BreezeThru flight.
- Breeze does not offer an "unaccompanied minor" service and will not supervise or monitor a Young Adult Guest traveling alone before, during, or after a Young Adult Guest's flight or take any additional mitigations to assist in the event of a flight disruption.
- Breeze will not be responsible for any action or inaction of a Young Adult Guest traveling alone.

Young Adult Guests younger than fifteen (15) may not travel in an exit row.

### **B. Children**

Children Guests must be accompanied on the same flight itinerary by an Adult Guest. Breeze does not provide an "unaccompanied minor" service.

Guests traveling with Infants and Children should be prepared to provide documentation to a Team Member evidencing the Infant or Child's age (e.g., a birth certificate, passport, etc.).

Children may not travel in an exit row.

### **C. Infants**

Adult Guests traveling with Infants may purchase a seat for the Infant and secure the Infant in an FAA-approved child restraint system meeting the requirements set forth in Section 5.D. below.

Subject to availability and on a first-come, first-served basis, an Adult Guest may carry one (1) Infant on their lap. Each Breeze flight can accommodate a limited number of lap Infants.

Infants (whether ticketed or on an Adult Guest's lap) may not travel in an exit row.

Once a person reaches their second birthday, they are no longer permitted to travel on an Adult Guest's lap and must have their own reserved seat. Breeze reserves the right to request documented proof of age for any traveler reasonably appearing to be two (2) years of age or younger. Guests traveling with Infants and Children should be prepared to provide documentation to a Team Member evidencing the Infant or Child's age (e.g., a birth certificate, passport, etc.). Adult Guests with Lap Infants traveling on International flights may be subject to additional requirements, taxes and fees.

If a seat adjacent to an Adult Guest traveling with an Infant is open and available after boarding, or if a separate ticket has been purchased for such Infant, the Infant may travel in the adjacent seat provided that the Infant is securely placed in an FAA-approved child restraint system meeting the requirements set forth in Section 5.D. below.

Breeze will not transport any person aged seven (7) days or less, or any Infant requiring an incubator or other life-support systems.

### **D. Child Seats; Strollers**

One (1) child seat and one (1) baby stroller or collapsible wagon will be accepted for each Infant and Child as checked baggage at no charge; provided that (i) such items must be properly packed in a manner so as to prevent damage, (ii) Breeze will have no liability for damage to a child seat, stroller or collapsible wagon that has not been properly packed in a container or case made of airline-approved protective material that is designed for shipping such items, and (iii) any damage to a properly-packed checked child seat, stroller or collapsible wagon must be reported within one (1) hour as required by Section 7.J. These items are not considered part of a Guest's baggage allowance. Child seats may be carried on board the aircraft if a seat has been purchased for the Infant or Child. Not more than one (1) Infant or Child can be secured in a single child seat. To be accepted for use on board the aircraft, child seats must be FAA-approved and otherwise conform to the following guidelines:

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



- Child seats manufactured on or after 2/26/1985 must bear the following two labels: "This child restraint system conforms to all applicable federal motor vehicle safety standards" and "This restraint is certified for use in motor vehicles and aircraft" in red lettering.
- Child seats bearing the approval of a foreign government or seats manufactured under the standards of the United Nations are also acceptable.
- Child seats may not occupy a seat in an exit row, a seat in the row in front of an exit row, or a seat in the row behind an exit row.

## 6. ANIMALS

### A. Guest Responsibility; No Animals in Cargo or Checked Baggage

The Guest assumes full responsibility for the conduct of their accompanying cat or dog, whether a pet or Service Dog. In the event Breeze incurs any loss, damage, delay, expense, or legal liability of any kind in connection with the transport of an animal, the Guest accepts full liability for any sums incurred. In addition, Guests are responsible for complying with any applicable laws and/or governmental regulations of the destination to and from which their pet or Service Dog is being transported.

Breeze does not accept cats, dogs, or other animals as cargo or as checked baggage.

### B. Pet Cats and Dogs in the Cabin

Breeze will accept domesticated cats and dogs for transportation in the cabin of the Aircraft on Domestic flights; provided that:

- each Guest can bring not more than one (1) pet, and no more than five (5) pets are allowed on each flight;
- a Guest wishing to travel with a pet will be required to pay an additional charge (as posted on the Breeze website);
- the pet weighs twenty-five (25) pounds or less;
- the pet is harmless, odorless, not offensive, and will require no attention during transit;
- the pet is stowed in a pet carrier for the duration of the time that it is on board the aircraft;
- the pet carrier in which the pet is stowed (i) is soft-sided, (ii) fits underneath the seat in front of the Guest traveling with the pet, (iii) does not exceed 17" x 8" x 13" in overall dimensions (L x W x H), (iv) is of a sufficient size to allow the pet to stand and turn around while stowed, (v) counts toward the Guest's personal item allowance, and (vi) has been inspected and approved by a Team Member; and

- the Guest is not sitting in (i) the Breeze Ascent section, (ii) a seat in the row immediately behind the Breeze Ascent section, or (iii) an exit row seat.

In the event a pet becomes offensive or causes a disturbance during transit, the pet will be removed from the aircraft at the first en route stop.

Breeze assumes no responsibility for the impaired health or death of any pet. For the avoidance of doubt, pets are not permitted on International flights.

### **C. Service Dogs**

Breeze will accept Service Dogs for transportation in the cabin in accordance with FAA safety regulations, at no additional charge, if they meet the requirements detailed in this Section 6.C. No other type of service animal will be accepted.

A Service Dog must be able to fit on the Guest's lap without intruding into the adjacent Guest seat or aisle, or within the Guest's foot space without blocking the egress of any other Guest. Service Dogs cannot sit on the seat or touch the seat or tray table. If the Service Dog is in a pet carrier, (i) the pet carrier requirements set forth in Section 6.B. above must be met, and (ii) the Guest may not be sitting in (A) the Breeze Ascent section, (B) a seat in the row immediately behind the Breeze Ascent section, or (C) an exit row seat.

Breeze will make every reasonable effort to accommodate a Guest in the event that the assistance of up to two (2) Service Dogs is required.

If two (2) Service Dogs cannot be accommodated together at a single Guest seat or if a Service Dog is too large to be safely accommodated, the Guest may purchase an additional ticket(s), so that the Service Dog(s) can be accommodated in accordance with FAA safety regulations, or the Guest may be accommodated on a later flight where more seats are available.

To travel with a Service Dog, a Guest must submit the DOT Service Animal Air Transportation Form (link below) to Breeze by Contacting the Breeze Contact Center attesting to the dog's health, training, and behavior. This form must be received by Breeze at least forty-eight (48) hours prior to the Guest's scheduled departure time. The Breeze Guest Empowerment Team will notify the Guest upon document approval.

[U.S. Department of Transportation Service Animal Air Transportation Form](#)

In the event a Guest's flight is anticipated to exceed eight (8) hours in duration, a Guest must also submit the DOT Service Animal Relief Attestation Form (link below) to Breeze by Contacting the Breeze Contact Center.

[United States Department of Transportation Service Animal Relief Attestation Form](#)

It is the responsibility of a Guest traveling with a Service Dog(s) to familiarize themselves and adhere to all applicable domestic or international travel requirements and requisite

travel documentation, including dog importation requirements set forth by the Centers for Disease Control and Prevention (CDC).

#### **D. Emotional Support Animals**

Emotional support animals are not treated as service animals for purposes of this Contract of Carriage. Breeze accepts only domesticated cats and dogs on Domestic flights, and unless they qualify as a Service Dog or are subject to Section 6.E. below, they must travel as pets in the cabin subject to the fees and other requirements of Section 6.B.

#### **E. Official Duty Dogs**

Dogs traveling on official duty and deployed in connection with an explosive detection or search and rescue mission may be transported on Domestic Breeze flights at no charge, subject to the submission to Breeze of adequate documentation of training and deployment. The handler and dog must check in at the departure airport during ticket counter hours at least one (1) hour prior to the required check-in time for the general public as described in Section 2.D.

### **7. BAGGAGE**

#### **A. General**

All baggage charges may be paid either in advance or at the airport. Except as required by applicable law or as otherwise noted in the Fare Rules, all baggage charges are non-refundable unless the baggage is lost or the related Guest ticket is refunded.

Breeze baggage policies and charges are available on the Breeze Website and are incorporated by reference as set forth in full in this Contract of Carriage. These policies explain quantities, size and weight restrictions, and terms relating to Carriage of special items.

Baggage charges are applicable to each item of baggage, and to each direction of travel (i.e., on a round-trip ticket, a separate baggage charge will apply to each of the departure flight and the return flight). For purposes of calculating baggage charges, BreezeThru Flights and Connecting Flights will count as a single flight.

When a ticket is purchased with multiple individual flight segments rather than as a Connecting Flight, baggage charges are applicable per item, per individual flight segment. It is the Guest's responsibility to claim their checked baggage at each point of Stopover. The checked baggage must then be re-checked at the ticket counter prior to boarding the next flight segment on the ticket. Breeze is not liable for baggage that is not transferred due to the purchase of a non-Connecting Flight.

Baggage fees and allowances may vary for Non-Revenue Guests on certain flights.

## **B. Carry-On Baggage**

Each Guest may bring one (1) personal item (such as a purse, laptop computer, or backpack) on board the aircraft subject to meeting the size limitations as provided on the Breeze Website. Pieces exceeding these restrictions will be accepted as carry-on or checked baggage and are subject to associated carry-on or checked bag charges. Personal items must fit into the under-seat space directly in front of that Guest's seat (or, if a Guest is seating in the bulkhead row, in the overhead compartment).

In addition to one (1) personal item, each Guest may bring one (1) carry-on bag on board the aircraft cabin, subject to payment of the applicable carry-on baggage charge and size and weight limitations as provided on the Breeze Website. Articles exceeding size or weight limitations (including handles and wheels) or items that cannot be safely stowed will be accepted as checked baggage and will be subject to associated checked bag charges. Carry-on baggage must fit into an overhead bin or an under-seat space. Breeze will not accept any item that (i) is not suitably packed to withstand ordinary handling, (ii) is a size, weight, or character that makes it unsuitable for transportation, or (iii) cannot be accommodated for transportation without harming or annoying Guests.

The following items do not count toward a Guest's carry-on allowance:

- a pet carrier for a Service Dog (for the avoidance of doubt, a pet carrier for a pet that is not a Service Dog will count toward a Guest's personal item allowance);
- camera;
- crutches, canes, braces, or other prosthetic devices upon which a Guest is dependent;
- Assistive Devices and Service Dogs;
- food for consumption on board the flight;
- one (1) Infant bag per Infant, when traveling with an Infant;
- child seats, when an Infant or Child is carried in the seat; provided that (i) the child seat must be gate-checked unless a separate onboard seat for the Infant or Child is purchased or available for use, and (ii) the child seat meets the requirements set forth in Section 5.D.;
- up to one (1) Duty Free box or bag containing Duty Free items;
- personal outer garments (coats/hats/wraps);
- reading material for the flight;
- one (1) collapsible stroller or collapsible wagon per Infant or Child, when the Infant or Child is carried in the stroller or collapsible wagon; provided that the stroller or

collapsible wagon must be gate-checked and properly packed as described in Section 5.D. and Section 7.E.; and

- umbrella.

Although these articles are exempt from carry-on limitations, they must be properly stowed for ground movement, takeoff, and landing.

### **C. Seat Baggage**

A Guest may purchase a separate seat to transport an item, subject to applicable regulations, provided (i) the Guest accompanies the item, (ii) the item fits the dimensions of the Guest seat, (iii) the item does not impose any load on the Guest seat or floor structure that exceeds the load limitation for those components, (iv) the location of the item does not restrict access to, or use of, any required emergency or regular exit, or the aisle, (v) the location of the item does not obscure any Guest's view of the seat belt sign, no smoking sign, or required exit sign, (vi) the item can be properly secured by the seatbelt, (vii) the ticket is purchased in advance, and (viii) the applicable seat fare is paid. Animals are NOT accepted as seat baggage.

### **D. Checked Baggage Generally**

Charges apply for all checked baggage. Breeze allows up to five (5) checked bags/items per Guest. Additional restrictions as to size, quantity, or other characteristics of checked baggage may apply to certain destinations, and/or during busy travel times such as holiday periods.

Any checked baggage that exceeds the standard size or weight limits (including handles and wheels) as found on the Breeze Website is subject to excess baggage charges in addition to the standard checked baggage charges.

Breeze will not accept any item as checked baggage, including musical instruments, that (i) weighs more than ninety-nine (99) pounds (with the exception of Assistive Devices), (ii) is not suitably packed to withstand ordinary handling, (iii) is a size, weight, or character that makes it unsuitable for transportation, or (iv) cannot be accommodated for transportation without harming or annoying Guests.

With the exception of certain items as set forth on the Breeze Website, Breeze will not accept checked baggage that measures more than eighty (80) linear inches in overall dimensions (L + W + H).

Breeze will check baggage for a Guest with a valid ticket subject to the following conditions:

- Subject to additional timing requirements that may be applicable to specific airports (as published on the Breeze Website), baggage must be checked at the airport at least forty-five (45) minutes prior to the Domestic flight's scheduled

departure time and at least one (1) hour prior to the International flight's scheduled departure time.

- Name identification is required on the outside of all checked baggage. Breeze strongly encourages Guests to include identification (including a phone number) on the inside of all checked baggage as well.

Checked baggage will be checked only to a Guest's final destination or to a Guest's Stopover.

Breeze will refuse to transport, or will remove at any airport, checked baggage that a Guest refuses to submit for inspection. In addition, Breeze may refuse to transport a Guest's baggage on a flight on which the Guest is not traveling.

Breeze accepts, at no additional charge and in addition to applicable checked baggage allowances, wheelchairs or other Assistive Devices, including all types of wheelchairs and assistive scooters, whether folding, collapsible, non-folding, manual, or powered. Excess, oversized, and/or overweight baggage charges may apply for checking additional wheelchair(s) that are used for recreational purposes.

#### **E. Fragile and Perishable Items**

Fragile and/or perishable items will be accepted as checked baggage; provided that the Guest transporting such items has notified a Team Member of the nature of such items, and a release is signed by the Guest pursuant to which Breeze is released from all liability for damage to, loss or spoilage of, or delay in delivery resulting in damage to or loss or spoilage of such items. Failure to alert Breeze of fragile and/or perishable items in checked baggage may result in denial of loss or damage claims.

If accepted by Breeze as checked baggage in accordance with this Section 7.E., fragile and/or perishable items must be packed appropriately in a leak-proof container or case made of airline-approved protective material that is designed for shipping such items. Plastic bags or foam containers are not acceptable for frozen food or other items that may leak during transit.

The following are examples of items that are fragile or otherwise unsuitable as checked baggage and are subject to the release of liability and conditions of acceptance set forth above: blueprints, cameras, ceramics, china, crystal, dolls, figurines, flash equipment, glass or glass containers, lenses, maps, mirrors, models, paintings, perfumes, liquids, bottles, musical instruments and equipment, kites, plants, sculptures, strollers, trophies, vases, and wines.

Perishable items include, without limitation: fruit, vegetables, meats, fish, poultry, seafood, bakery products, flowers, floral displays, plants, and similar articles requiring maintenance at specific temperatures, such as medicine. Perishable items must meet local agricultural guidelines. Guest is responsible for complying with any applicable laws and/or

governmental regulations of the destination to and from which perishable items are being transported.

Notwithstanding the foregoing, Breeze will not accept any agricultural items, perishable items, or any product that does not conform to the applicable law of any customs authorities or governmental entities of any jurisdiction having authority over a Breeze flight.

#### **F. Hazardous Materials**

The following items are classified as hazardous and are not allowed as carry-on or checked baggage:

- Liquor products over 140 proof
- Gasoline-powered tools
- Compressed gases
- Corrosives (such as acids and wet batteries)
- Explosives (such as dynamite, but also including fireworks)
- Flammables (such as matches and lighter fuels)
- Poisons
- Magnetic and radioactive materials and similar items

The foregoing list is not all-inclusive, and Breeze may reject any item or substance it deems to be a threat to safety. Additional prohibited or restricted hazardous or dangerous goods and materials can be found in the following resources in effect at the time of travel:

- DOT hazardous materials regulations (49 CFR Sections 171-177)
- IATA Dangerous Goods Regulations
- TSA Permitted and Prohibited Items

#### **G. Firearms and Ammunition**

Breeze may, unless otherwise prohibited by the TSA, accept firearms (including compressed air and pellet guns) and/or ammunition as checked baggage on Domestic flights, subject to the following conditions:

- The Guest who is checking the firearms and/or ammunition must (i) be an Adult and traveling on the flight on which the firearms and/or ammunition are being checked, (ii) declare that they are traveling with firearms and/or ammunition

when checking bags at the ticket counter, and (iii) complete and sign a Firearms Declaration tag for each firearm being checked.

- Firearms must be unloaded for transport and will be accepted in checked bags only. Guests will be limited to two (2) hard-sided sporting gun cases or other cases designed specifically to carry firearms, provided that each case does not exceed 50 lbs or 62 linear inches. Firearms must fit securely in the case. Any point on a firearm case intended to be locked must have a lock in place to be accepted. Checked bag fees apply, in addition to excess, overweight, and oversized fees, as applicable.
- Ammunition must be securely packed in the manufacturer's original container or other fiber, wood, or metal box that is specifically designed to carry ammunition and must be packed separately from any firearms. Breeze will accept only small arms ammunition up to 19.1 mm for rifle and pistol cartridges and any size for shotgun shells. Ammunition must be for personal use only. The maximum amount of ammunition per Guest is 11 lbs.
- The Guest must comply with all other requirements applicable to the transport of firearms and/or ammunition, as set forth on the Breeze Website and the TSA website ([tsa.gov](http://tsa.gov)).

## **H. Limitations of Liability**

Except to the extent inconsistent with applicable laws, Breeze will not be liable for cosmetic and/or superficial damage caused to baggage as a result of normal wear and tear that could reasonably be expected to occur during the course of airline checked baggage operations, as set forth in additional detail in Section 7.J.

In addition, Breeze will not be liable for loss, damage, or delay of carry-on or checked baggage as the result of actions taken by the TSA, any customs authority, or any other third party or governmental agency.

Breeze will not be liable for loss or damage to unchecked baggage (i.e., baggage that is in the custody of the Guest, including carry-on baggage) unless such damage is caused by the negligence of Breeze, excluding damage resulting from turbulence or shifting of items during flight.

Without prejudice to the other terms of this Section 7.H., Breeze assumes no responsibility or liability for any of the following items, whether in or as checked or carry-on baggage: money, negotiable papers and instruments; securities; business documents; irreplaceable items; books, manuscripts, blueprints, and publications; photographic or electronic equipment and accessories; computers and accessories; CD/DVDs; computer hardware or software; machinery (including parts); tools; jewelry and watches; eyeglasses (prescription or nonprescription); silverware; china; precious metals and stones; heirlooms, furs and fur products; electronic cigarettes and other battery-powered



smoking devices; tobacco products; collectibles, antiques, and artifacts; paintings, art supplies, and other works of art; medication; human organs; perfumes and cosmetics; commercial items; samples; keys; any similar valuable or fragile items; or items not packed in accordance with the other rules described in this Contract of Carriage.

Subject to the review and approval of Breeze as described in this Section, liability for loss, delay, or damage to checked baggage (other than Assistive Devices) is limited to up to \$4,700 per Guest for Domestic flights or such higher amount as required by applicable law. Applicable liability limitations for International flights are set forth in Section 10.

## **I. Portable Electronic Devices**

Small PEDs are those that weigh less than two (2) pounds and are of a size that can easily be placed in an aircraft seat pocket (allowing room for the other materials that are normally found in the seat pocket, such as a Guest safety information card, menu, and/or airsickness bag). Small PEDs include devices like tablets, readers, and mobile phones. Small PEDs may be accessible during all phases of flight including taxi, take-off, and landing; provided that if being used during taxi, take-off, or landing, the Guest must secure small PEDs by holding them, putting them in a pocket or holster, or placing them in a seatback pocket.

Large PEDs are laptops and other devices weighing two (2) pounds or more. During taxi, takeoff, and landing, large PEDs must be turned off and stowed by Guests under the seat in front of them or in an overhead compartment. Large PEDs may be used only after the aircraft is above 10,000 feet and when authorized by a Flight Team Member announcement.

Headsets or earphones (buds) are required for any audible PED, and any cords or accessories must not impede emergency egress.

All electronic devices must have their cellular network service disabled, commonly known as "airplane mode," from the time the aircraft door is closed for departure, until the aircraft is taxiing to the gate upon arrival and authorized by a Flight Team Member announcement.

Phone calls cannot be placed or received during times when the cellular network must be disabled.

Items which may not be operated at any time inside the aircraft include TV receivers, remote-controlled toys, electronic cigarettes, radio transmitters, and personal air purifiers.

Due to safety concerns, Guests must comply with all Flight Team Member instructions regarding the use of PEDs.

The DOT and FAA have banned all Samsung Galaxy Note 7 smartphone devices for air transportation. Samsung Galaxy Note 7 devices may not be transported on any Guest's person, in carry-on baggage, or in checked baggage on any Breeze flight to, from, or within the United States.

## **J. Delayed, Damaged, and Lost Baggage**

In the event any item checked by a Guest (including any Assistive Device) does not arrive at the ticketed destination, the Guest must complete and file a report with a Team Member at the arrival airport within one (1) hour of arrival of the flight on which the Guest traveled (unless applicable law provides for a longer period of time). In the event of a "Significantly delayed checked bag" (as defined in DOT regulations), Guests may be entitled to a refund of their baggage charges consistent with DOT regulations.

Reasonable efforts will be made to deliver delayed baggage to Guests within twenty-four (24) hours of the flight's arrival. Once Guest belongings are located, they will be returned to the Guest as quickly as commercially possible.

Baggage delayed due to a Guest's late check-in, change in destination after check-in, or a Guest traveling standby will be delivered at the Guest's expense, and in such case, the Guest will not be entitled to reimbursement of interim expenses or baggage replacement.

Subject to approval on a case-by-case basis, Breeze will reimburse a Guest for their documented, reasonable, necessary interim expenses incurred by such Guest as a direct result of the delayed delivery of their baggage. Such expenses are limited to essential, provisional items, such as clothing and toiletries purchased as a result of the delayed delivery of their baggage. Breeze will not reimburse a Guest for the purchase of luxury items, or items the cost of which otherwise exceeds what is deemed reasonable by Breeze in light of the temporary replacement nature of such items. Such reimbursement is not intended to cover the cost of replacing what is in the Guest's baggage, and unless otherwise approved on a case-by-case basis, Breeze will not reimburse a Guest's expenses in the event the baggage was delayed in being delivered to the Guest's originating or home airport.

If a Guest's baggage has not been located and returned to the Guest within ten (10) days after the Guest's original report, the Guest must submit a follow-up claim by Contacting the Breeze Contact Center.

In the event any item checked by a Guest (including any Assistive Device) is damaged, the Guest must complete and file a report with a Team Member at the arrival airport within one (1) hour of arrival of the flight on which the Guest traveled (unless applicable law provides for a longer period of time).

Breeze will not be liable for loss, damage, or delay of a Guest's checked baggage, carry-on baggage, wheelchair or assistive device, or any personal item that may result from a security search of such items conducted by an agent or any local, state, or federal agency in charge of airport security screening, or from confiscation by an agent of any local, state, or federal agency.

Breeze will not be liable for normal handling of bags, damage from a Guest's improper packaging of baggage, misuse of a checked bag (e.g., overpacking of a checked bag),

or normal wear and tear of checked baggage (including with respect to wheels, pockets, handles, zippers, hanger hooks, external locks, pull straps, or security straps). For the avoidance of doubt, scuffs, dents, stains, punctures, marks, dirt, scratches, damaged or missing zipper pulls, and cracked wheels are all considered normal wear and tear, for which Breeze will not be liable. In addition, under no circumstances shall Breeze be liable to any Guest for any type of special or incidental damages related to the damage, loss, or delay of checked baggage.

Any reimbursement amount payable by Breeze with respect to lost or damaged baggage shall be determined by Breeze in its sole discretion, with consideration given to the original purchase price of the mishandled item, less reasonable depreciation for prior usage (excluding Assistive Devices).

Breeze will not consider claims for lost or damaged baggage unless all required and requested documents have been received by Breeze within thirty (30) days of the related flight.

## **8. SCHEDULE CHANGES, FLIGHT DELAYS AND CANCELED/MODIFIED FLIGHTS, AMENITIES**

### **A. Schedule Changes**

Schedules are subject to change without notice, and flight times or timetables published on the Breeze Website or elsewhere are not guaranteed and form no part of the terms of transportation or of this Contract of Carriage. Breeze may, without notice, substitute alternate carriers or aircraft and may add, alter, or omit intermediate airports listed on a Guest's ticket. Breeze is not responsible or liable for any Guest making connections on its own flights or the flights of any other carrier or for failing to operate any flight according to any published schedule.

### **B. Flight Delays and Canceled/Modified Flights**

When a Breeze flight is delayed or modified (including, but not limited to, a missed connection, flight cancellation, omission of a scheduled stop, addition of an unscheduled stop, substitution of equipment, or schedule change), Breeze may offer each affected Guest the option to rebook on the first Breeze flight on which seats are available to the Guest's original destination without additional charge as provided in this Section 8.B. In the event of a "Significantly delayed or changed flight" (as defined in DOT regulations), Guests may be entitled to a refund consistent with DOT regulations.

Itinerary changes made under this Section 8.B. will be made without charge and/or fare difference when the itinerary is affected by a canceled flight, a modified flight, an eligible schedule change, or a flight delay exceeding two (2) hours from the original departure time, provided:

- the updated itinerary has the same departure and arrival airports; and

- the itinerary is rebooked within fourteen (14) days of the original departure date.

With limited exceptions and at the sole discretion of Breeze, Breeze will not reimburse Guests for flights booked on other carriers.

In addition, Breeze will make reasonable efforts to mitigate inconveniences to Guests resulting from a flight delay, cancellation, flight modification, or schedule change. Breeze may provide limited electronic vouchers and/or expense reimbursement options to Guests as reasonably necessary to maintain Guests' safety, health, and welfare. Any such electronic vouchers and/or reimbursement options are provided solely as a courtesy to Guests, and Breeze is not under any obligation to provide electronic vouchers, reimbursement, amenities, or services.

Notwithstanding the foregoing, if a Breeze flight cancellation, modification, or misconnection is caused by severe weather, Air Traffic Control decisions, or other issues outside of the control of Breeze, Breeze will not offer expense reimbursements or additional compensation beyond what is required by DOT regulations.

Additional details regarding tarmac delays, flight delays, flight cancellations, and diversions can be found by referring to the Breeze Tarmac Delay Plan and the Breeze Guest Service Plan published on the Breeze Website.

### **C. Amenities**

Breeze does not guarantee the availability of any ancillary service or amenity, whether purchased separately or included as part of a bundle option, including, but not limited to, WiFi services, priority boarding, advance seat assignments, and snack service.

If a Guest has paid for a specific ancillary service or amenity in advance of the flight as a separate charge specifically designated for such ancillary service or amenity, and that ancillary service or amenity is not provided, the Guest will receive a refund of the amount paid to the extent required by applicable DOT regulations.

## **9. DENIED BOARDING**

In the event of an Oversold Flight, Breeze will implement voluntary and/or involuntary denied boarding actions for Guests in accordance with DOT regulations and as specified below.

No Guest will be denied boarding against their will until Team Members first ask for volunteers who are willing to give up their confirmed seat in exchange for Breeze-offered compensation.

Acceptance by a Guest of compensation for either voluntary or involuntary denied boarding relieves Breeze of any further liability to such Guest caused by its failure to honor the ticketed seat reservation.

## **A. Voluntary**

Before denying boarding to any Guest holding a confirmed reservation on an Oversold Flight, Breeze will ask Guests on the flight to voluntarily give up their seat in exchange for compensation in an amount and form to be determined by Breeze in its sole discretion. If a sufficient number of Guests agree to give up their seats in response to Breeze's offer, then no Guest with a confirmed reservation will be involuntarily denied boarding due to the Oversold Flight. If there are more volunteers than required, selection of the Guest(s) receiving compensation will be determined by Breeze in its sole discretion.

Any Guest who responds to a request by Breeze for volunteers and who willingly accepts an offer of compensation shall not be considered to be involuntarily denied boarding and shall not be entitled to denied boarding compensation.

## **B. Involuntary**

If there are not enough volunteers on an Oversold Flight to accommodate all Guests holding a confirmed reservation, other Guests may be involuntarily denied boarding based on the factors listed in Section 9.C.; provided that the following Guests will not be subject to involuntary denied boarding:

- Young Adults traveling on Domestic non-stop flights without an Adult;
- Guests (excluding Non-Revenue Guests) traveling on a ticketed itinerary with permission to board, once such Guest has (i) checked in for their flight prior to the check-in deadline, and (ii) has their ticket or boarding pass collected or electronically scanned and accepted by the gate agent, unless (a) there is a safety, security, or health risk with respect to such Guest or there is a safety or security issue requiring removal of such Guest, or (b) such Guest is engaging in behavior that is obscene, disruptive, or otherwise unlawful.

## **C. Boarding Priority for Involuntary Denied Boarding**

Subject to the exceptions listed above in Section 9.B. and the final sentence of this Section 9.C., Guests will be involuntarily denied boarding based on a Guest's fare class and booking type, itinerary, status as a Breezy Rewards member, the time at which such Guest presents themselves for check-in, and the time at which such Guest receives a seat assignment.

Notwithstanding the foregoing, Breeze reserves to the right to accommodate a Guest with Disabilities, an elderly or infirm Guest, or any Guest of the U.S. Armed Forces on travel orders without regard to the criteria set forth in this section.

## **D. Eligibility for Involuntary Denied Boarding Compensation**

If a Guest is involuntarily denied a seat on an Oversold Flight on which they hold a confirmed ticket, such Guest may be entitled to monetary compensation, and Breeze will provide information that explains Breeze's obligation and the Guest's rights in

accordance with DOT regulations. Notwithstanding the foregoing, compensation will not be available to any Guest who has involuntarily been denied boarding due to any of the following:

- the Guest did not fully comply with Breeze's ticketing, check-in, and reconfirmation requirements, or the Guest was not accepted for transportation under this Contract of Carriage;
- the Guest was denied boarding because the flight was canceled;
- the Guest was denied boarding because a smaller-capacity aircraft was substituted for safety or operational reasons;
- the Guest was offered accommodations (at no additional charge) in a section of the aircraft other than the section specified in the Guest's ticket (provided that a Guest who is downgraded and moved to a section for which a lower fare is charged will be given an appropriate refund); or
- Breeze was able to place the Guest on another flight or flights that are planned to reach the Guest's next Stopover or final destination within one (1) hour of the planned arrival time of the Guest's original flight.

#### **E. Amount of Denied Boarding Compensation**

Provided that they are not otherwise subject to one of the exceptions listed in Section 9.D. above, Guests traveling on Domestic flights who are denied boarding involuntarily from an oversold Domestic flight are entitled to:

- no compensation if Breeze offers Alternate Transportation that is planned to arrive at the Guest's destination or first Stopover not later than one (1) hour after the planned arrival time of the Guest's original flight;
- 200% of the fare to the Guest's destination or first Stopover, with a maximum of \$1,075 or such higher amount as may be required by applicable law, if Breeze offers Alternate Transportation that is planned to arrive at the Guest's destination or first Stopover more than one (1) hour but less than two (2) hours after the planned arrival time of the Guest's original flight; or
- 400% of the fare to the Guest's destination or first Stopover, with a maximum of \$2,150 or such higher amount as may be required by applicable law, if Breeze does not offer Alternate Transportation that is planned to arrive at the airport of the Guest's destination or first Stopover less than two (2) hours after the planned arrival time of the Guest's original flight.

Provided that they are not otherwise subject to one of the exceptions listed in Section 9.D. above, Guests traveling on International flights who are denied boarding involuntarily from an oversold International flight are entitled to:

- no compensation if Breeze offers Alternate Transportation that is planned to arrive at the Guest's destination or first Stopover not later than one (1) hour after the planned arrival time of the Guest's original flight;
- 200% of the fare to the Guest's destination or first Stopover, with a maximum of \$1,075 or such higher amount as may be required by applicable law, if Breeze offers Alternate Transportation that is planned to arrive at the Guest's destination or first Stopover more than one (1) hour but less than four (4) hours after the planned arrival time of the Guest's original flight; or
- 400% of the fare to the Guest's destination or first Stopover, with a maximum of \$2,150 or such higher amount as may be required by applicable law, if Breeze does not offer Alternate Transportation that is planned to arrive at the airport of the Guest's destination or first Stopover less than four (4) hours after the planned arrival time of the Guest's original flight.

#### **F. Method of Payment**

Except as provided in this Section 9.F., Breeze will give each Guest who qualifies for involuntary denied boarding compensation a payment by cash equivalent or check for the relevant amount, on the day and at the place the involuntary denied boarding occurs.

If Breeze arranges Alternate Transportation for the Guest's convenience that departs before the payment can be made, the payment shall be sent to the Guest within twenty-four (24) hours.

Breeze may offer free or discounted transportation in place of the involuntary denied boarding compensation payment. In that event, Breeze must disclose all material restrictions on the use of the free or discounted transportation before the Guest decides whether to accept the transportation in lieu of involuntary denied boarding compensation. The Guest may insist on the involuntary denied boarding compensation described in Section 9.E., or the Guest may refuse all compensation.

### **10. ADDITIONAL LIABILITY LIMITATIONS FOR INTERNATIONAL FLIGHTS**

#### **A. Applicability of Warsaw Convention or Montreal Convention**

For International flights, Breeze's liability for death or personal injury and for loss of or damage to baggage may be governed by the Warsaw Convention or the Montreal Convention. In such cases, the following terms, which are prescribed by the U.S. Department of Transportation, will apply:

- (i) Breeze shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a Guest, as provided in the following paragraphs:

- (a) Breeze shall not be able to exclude or limit its liability for damages not exceeding 151,880 Special Drawing Rights for each Guest.
  - (b) Breeze shall not be liable for damages to the extent that they exceed 151,880 Special Drawing Rights for each Guest if Breeze proves that (1) such damage was not due to the negligence or other wrongful act or omission of Breeze or its servants or agents; or (2) such damage was solely due to the negligence or other wrongful act or omission of a third party.
  - (c) Breeze reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that Breeze shall not invoke Articles 20 of the Montreal Convention and 21 of the Warsaw Convention in a manner inconsistent with clauses (i) and (ii) hereof. With respect to third parties, Breeze reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
  - (d) Breeze agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the Guest.
- (ii) In cases of bodily injury or death, Breeze shall make an advance payment where Breeze determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a Guest as provided in the following paragraphs:
- (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, Breeze shall, without delay, make the advance payment to the Guest in an amount or amounts determined by Breeze in its sole discretion. In the event of death of a Guest, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the Guest's next of kin eligible to receive such advance payment as determined by Breeze in its sole discretion.
  - (b) Breeze shall make the advance payment as an advance against Breeze's liability under the Warsaw Convention or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the Guest.
  - (c) Breeze, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to any claim on behalf of the Guest, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.



- (d) Breeze, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be voluntary contribution or contractual payment on the part of Breeze.
  - (e) Breeze may recover an advance payment from any person where it is proven that Breeze is not liable for any damage sustained by the Guest, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- (iii) Breeze shall be liable for damage occasioned by delay in the Carriage of Guests by air, as provided in the following paragraphs:
- (a) Breeze shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
  - (b) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of Breeze are not servants or agents of Breeze, and Breeze is not liable to the extent the delay is caused by these kinds of facilities or personnel.
  - (c) Damages occasioned by delay are subject to the terms, limitations, and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a Guest and do not include mental injury damages.
  - (d) Breeze reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to claims for damage occasioned by delay.
- (iv) Breeze is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked baggage and carry-on baggage, as provided in the following paragraphs:
- (a) Except as otherwise set forth herein, the liability of Breeze is limited in most cases to 1,288 Special Drawing Rights for each Guest in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the Guest proves otherwise: (1) all baggage checked by a Guest shall be considered to be the property of that Guest, (2) a particular piece of baggage, checked or carry-on, shall not be considered to be the property of more than one Guest, and (3) carry-on baggage, including personal items, shall be considered to be the property of the Guest in possession of the carry-on baggage at the time of embarkation.

- (b) In the case of carry-on baggage, Breeze is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- (c) Breeze is not liable for destruction, loss, damage, or delay of baggage not in the charge of Breeze, including baggage undergoing security inspections or measures not under the control and direction of Breeze.
- (d) Breeze reserves all defenses and limitations available under the Warsaw Convention, except for Article 22(3) thereof, and the Montreal Convention, whichever may be applicable, to such claims.
- (v) Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two (2) years, and a complaint must be made to Breeze within seven (7) calendar days in the case of damage to baggage, and twenty-one (21) calendar days in the case of delay thereof.

## **11. NON-REVENUE GUESTS**

Team Members are encouraged to review the Breeze travel policy prior to travel. Certain optional service charges may be applicable. Every effort will be made to seat Non-Revenue Guests but only after all other Guests have been assigned seats. Non-Revenue Guests are not entitled to service recovery compensation, denied boarding compensation, or amenities related to trip interruptions.

Disclaimers of liability and liability limits shall be the same for Non-Revenue Guests as all other Guests.

## **12. MISCELLANEOUS**

### **A. Disclaimer of Consequential Damages**

BREEZE SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PERFORMANCE OR DELAY IN PERFORMANCE OF, OR FAILURE TO PERFORM, TRANSPORTATION OF GUESTS AND OTHER SERVICES WHETHER OR NOT BREEZE HAS KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

### **B. Modifications**

This Contract of Carriage is subject to change without notice; provided, however, that any amendment to this Contract of Carriage that has material negative implications for a Guest who has already bought a ticket will not apply retroactively.

No Team Member has the authority to modify, waive, or alter any term of this Contract of Carriage.

**C. Waiver**

If Breeze fails to enforce any term of this Contract of Carriage, or fails to exercise any election, such failure will not be considered to be a waiver of those provisions, rights, or elections, or in any way affect the validity of this Contract of Carriage.

**D. Limitations of Liability**

Breeze's liability for any claims made by a Guest, including accident, injury, or death, is as set forth herein and otherwise subject to applicable laws. If the Guest's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable.

Any exclusion or limitation of liability of Breeze under this Contract of Carriage shall apply to agents, servants, or representatives of Breeze acting within the scope of their employment, and also to any person whose aircraft is used by Breeze and its agents, servants, or representatives acting within the scope of their employment.

Breeze shall not be liable for false, misleading, or inaccurate information provided by travel agencies and/or third-party websites.

**E. Choice of Law**

This Contract of Carriage will be governed by and construed 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 Utah without regard to its conflict of law principles. ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OF CARRIAGE IS IRREVOCABLY WAIVED.

**F. WAIVER OF JURY TRIAL**

**ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OF CARRIAGE IS IRREVOCABLY WAIVED.**

**G. No Class Action**

Any case brought pursuant to this Contract of Carriage must be brought in a party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

**H. Time Limit**

No legal action may be brought by a Guest against Breeze or any of its Team Members unless commenced within six (6) months from the date the claim arose.