



**Mesa Airlines, Inc. d.b.a *go!* Mokulele**

**Contract of Carriage**

**April 26, 2010**

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## INTRODUCTION

### Rule 1 – Application of Tariff

This Contract of Carriage summarizes the general terms of transportation applicable to transportation of customers and their baggage on all domestic and international flights via Mesa Airlines, Inc. dba go! Mokulele . Domestic and foreign air transportation is also governed by Mesa Airlines, Inc. tariffs on file with applicable government authorities, including the U.S. Department of Transportation. These terms and all applicable tariffs constitute the conditions upon which Mesa Airlines, Inc. transports customers and their baggage. Travel on Mesa Airlines, Inc. shall be deemed acceptance by the customer of Mesa Airlines, Inc. terms of transportation.

go! Mokulele Express service is operated by Hawaii Island Air, Mokulele Flight Service, Inc. or by independent companies operating under agreement with Mesa Airlines, Inc. Passengers traveling on go! Mokulele Express or codeshare flights operated by Hawaii Island Air or Mokulele Flight Service are subject to the terms of transportation for their respective carrier. The contract of carriage for each operator is available at [www.iflygo.com](http://www.iflygo.com) as well as the carriers' individual websites.

**CONSEQUENTIAL DAMAGES: PURCHASE OF A TICKET DOES NOT GUARANTEE TRANSPORTATION. MESA AIRLINES, INC., HAWAII ISLAND AIR OR MOKULELE FLIGHT SERVICES, INC. MESA AIRLINES, INC. SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PERFORMANCE OR DELAY IN PERFORMANCE OF, OR FAILURE TO PERFORM, TRANSPORTATION OF CUSTOMERS AND OTHER SERVICES INCIDENTAL THERETO (EXCEPT BAGGAGE LIABILITY AS PROVIDED BELOW) WHETHER OR NOT MESA AIRLINES, INC., HAWAII ISLAND AIR, OR MOKULELE FLIGHT SERVICES, INC. HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

NOTE: MESA AIRLINES, INC., HAWAII ISLAND AIR AND MOKULELE FLIGHT SERVICES, INC. TERMS OF TRANSPORTATION ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. THE MOST UP-TO-DATE VERSIONS ARE AVAILABLE ON THE go! Mokulele WEB SITE at [www.iflygo.com](http://www.iflygo.com).

## II. GENERAL INFORMATION

### Rule 5 - Definitions

Carry-on Baggage: Any property of a customer which is accepted for transportation in the cabin of the aircraft and which is not checked into the custody of Mesa Airlines, Inc., Hawaii Island Air or Mokulele Flight Services, Inc.

Checked Baggage: Any property of a customer which is accepted for transportation and delivered into the custody of Mesa Airlines, Inc., Hawaii Island Air or Mokulele Flight Services, Inc whether checked in the cargo compartment or carried in the cabin of the aircraft.

Connecting Flight: Requires customers to change aircraft at an intermediate point for the continuation of their trip to their destination.

Direct Flight: Flight does not require a change of aircraft from point of origin to destination but makes one or more planned intermediate stops en route to customer's final destination.

Interline: Travel involving two or more airlines.

Nonstop: Flights scheduled to depart from origin and arrive at destination without any planned intermediate stop en route.

Ticket: The customer ticket and baggage check, or in the case of electronic tickets, the

confirmation letter, associated notices and boarding pass, into which these terms of transportation are incorporated by reference.

Mesa Airlines, Inc.: Unless otherwise noted, the term “Mesa” means Mesa Airlines, Inc. dba *go!* Mokulele.

Validated Ticket: A ticket that has been purchased (through direct payment or other satisfactory credit arrangement), including electronic tickets, and/or carries the identification stamp of Mesa Airlines, Inc. or another airline whose tickets Mesa Airlines, Inc. accepts.

Warsaw Convention: The Convention for the unification of certain rules relating to International Carriage by air signed at Warsaw, 1 October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.

### **Mesa Airlines, Inc. Acting as Agent for Another Airline**

Mesa Airlines, Inc. will be responsible for the furnishing of transportation only over its own routes. When Mesa Airlines, Inc. issues a ticket, checks baggage or makes any other arrangements involving another airline, Mesa Airlines, Inc. acts only as agent for such other airline and assumes no responsibility for the acts or omissions of the other airline.

### **Waiver/Modification of Terms**

No employee of Mesa Airlines, Inc. has the authority to waive, modify, or alter any provisions of these terms of transportation or any applicable fares/charges unless authorized by a corporate officer of Mesa Airlines, Inc. Mesa Airlines, Inc.-appointed agents and representatives are only authorized to sell tickets for air transportation on Mesa Airlines, Inc. pursuant to the terms of transportation and applicable fares/charges of Mesa Airlines, Inc.

### **Specific Fares and Charges**

Information on specific fares and charges are available through any authorized Mesa Airlines, Inc. agent, and on the Mesa Airlines, Inc. or affiliate websites ( [www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com) ).

### **Use of Radios, TVs and Other Electronic Devices On Board Aircraft**

In order to avoid disturbances to the aircraft’s electronic navigational equipment, AM and FM radio receivers, compact disc players, portable computers, and other electronic devices must be turned off for taxi, takeoff and landing. Use of these items, however, is permitted in flight, unless otherwise restricted by Mesa Airlines, Inc. flight crewmembers.

Items which may not be operated at any time inside the aircraft include: TV receivers, remote controlled toys and radio transmitters.

Cellular phones may be used inside the cabin on most flights while the aircraft is parked at the gate and the aircraft doorway is open, and after landing while taxiing to the gate, as advised by the flight crew. Cellular phones may not be used while taxiing from the gate, during takeoff, landing or during flight. At the captain’s discretion, cellular phones may be used during extended onboard ground delays.

### **Claims Notification**

Mesa Airlines, Inc. reserves the right to reject any claims (except for injury or death) which have not been submitted to Mesa Airlines, Inc. in writing within one year from date of travel. Special rules apply to baggage, as detailed in Section XI.

## **Applicable Law**

These terms of transportation shall be interpreted and enforced according to the laws of the Commonwealth of Virginia.

## **Our Customer Commitment**

Mesa Airlines, Inc. has voluntarily established a program setting standards for service levels in the areas of fares, flight information, baggage, ticket purchase and refund, customers with special needs, onboard delays, oversales, the *go!* Miles program, our codeshare partners, and complaint resolution. These commitments are incorporated into the applicable sections within this document.

Mesa Airlines, Inc. has committed to:

- Offer the lowest fare for which the customer is eligible.
- Provide customers with accurate, timely information on flight delays or cancellations.
- Provide on-time baggage delivery.
- Comply with the required lost-baggage liability limits.
- Give you an opportunity to check for lower fares before purchasing
- Make prompt refunds.
- Clearly disclose policies for customers with special needs.
- Improve handling of long onboard delays.
- Supply basic information and policies about "oversold" flights.
- Furnish details about Mesa Airlines, Inc. "*go!* Miles" program.
- Require the same quality of service by *go!* Mokulele Express partners.
- Respond promptly to complaints or requests for information.

## **III. ACCEPTANCE OF CUSTOMERS**

### **Rule 35 - Refusal to Transport**

In accordance with Tariff Rule 35, we may refuse to transport, or remove from any flight, any passenger for the following reasons:

1. Compliance with any government regulation or with any government requisition of space or request for emergency transportation in connection with national defense or national disasters (actual, threatened, or reported).
2. Whenever necessary or advisable by reason of weather or other conditions beyond its control (including, without limitation, acts of God, labor disturbances, strikes, civil commotion, embargoes, wars, hostilities, or disturbances), actual, threatened, or reported.
3. Refusal by a passenger to permit a search of person or property for explosives or for deadly or dangerous weapons, articles, or substances.
4. Refusal by a passenger to produce positive identification upon request.
5. Failure of a passenger traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over, or into which the passenger will fly. We are not responsible for any failure or inability of a passenger to comply with government laws, regulations, orders, demands, and requirements which are subject to change without notice.
6. Any passenger who may pose a threat to the comfort and/or safety of other passengers or employees including (but not limited to) passengers who:

- Are over the age of five (5) and barefoot unless required for medical reasons;
- Are less than one (1) day old;
- Are unescorted individuals under the age of five (5) years old;
- Are unaccompanied minors, ages five (5) through twelve (12), and are traveling on a through or connecting flight (Unaccompanied minors are permitted to travel on thru or direct or non-stop flights if both segments are operated for go! Mokulele); If an unaccompanied minor is on a connecting flight, he or she must be met by a guardian who is responsible for checking them in on their next flight. Unaccompanied minors are not permitted on the last flights of the day.
- Are involved in a criminal act such as a bomb threat or hijacking attempt;
- Appear to be intoxicated or under the influence of drugs;
- Refuse to comply with smoking regulations;
- Are declared to be a high risk prisoner;
- Attempt to interfere with any crewmember in the pursuit of their duties;
- Are known to have a contagious disease which has been determined by Mesa Airlines, Inc.' medical advisor to be a direct threat to the health and safety of others;
- Are unable or unwilling to sit in a seat with the seat belt fastened;
- Require an onboard stretcher kit.
- Require intravenous or intramuscular feeding.
- Drip IV equipment is not permitted.
- Customers traveling with portable IV machines are permitted providing the machine can be properly stowed in accordance with carry-on baggage policies.
- Exhibit behavior that may be hazardous to himself/herself, the crew, or other passengers;
- Possess an unauthorized firearm or explosive device;
- Are seriously ill and have been determined by MedLink to be a health risk; or
- Are abusive or violent to other passengers and/or employees including verbal harassment related to race, color, gender, religion, national origin, disability, age, ethnicity, or sexual orientation.

We reserve the right to refuse to transport, on a permanent basis, any passenger who has been repeatedly removed or denied transportation for violent, disorderly, or abusive conduct. The decision to refuse transport to a passenger on a permanent basis must be made at the Director level or above.

#### 7. Conduct or Condition

A safety assistant may be required to accompany a disabled passenger only for safety-related reasons:

- a. Who, because of mental disability, is unable to comprehend or respond to safety related instructions;
- b. Who has both a severe hearing and vision impairment and who is unable to establish a means of communication sufficient to receive the safety briefing;
- c. Who has a mobility impairment so severe as to be unable to assist in his/her own evacuation.

8. An infant requiring an incubator or other life support system.

9. Any person who is pregnant and expecting delivery within seven (7) days unless the passenger provides a doctor's certificate dated within 72 hours of departure stating that the doctor has examined and found the passenger to be physically fit for air transportation.

10. Any person requiring oxygen or other life support systems except if they meet the guidelines for FAA approved Portable Oxygen Containers (POC), respirators, ventilators and CPAP devices.

We are not liable for the refusal to transport any passenger or for the removal of any passenger in accordance with the preceding paragraphs of this rule, but we will, at the request of the passenger, refund in accordance with Rule 260 (Involuntary Refunds). As an express precondition to issuance of any ticket or granting of passenger hereunder, we shall not be responsible for compensatory or punitive damages. The passenger's sole and exclusive remedy

shall be Rule 260.

### **Customers with Disabilities**

Mesa Airlines, Inc. policies and procedures comply with the U.S. Department of Transportation regulation, "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382). Provisions within this regulation include, but are not limited to:

- Onboard wheelchairs on larger aircraft.
- Transportation of personal wheelchairs and other assistive devices.
- Special seating accommodations for customers with physical disabilities or those traveling with a Safety Assistant or service animal (advance notice requested).
- Assistance in boarding and deplaning.
- Assistance in loading and retrieving carry-on items.
- Information concerning facilities and services available for customers with disabilities and their service animals.
- A Complaints Resolution Official available at each airport in person or by phone to respond to issues surrounding customers with disabilities.

A copy of 14 CFR Part 382 along with Mesa Airlines, Inc.' policies and procedures for assisting customers with special needs are available at Mesa Airlines, Inc. ticket offices and at the Mesa Airlines, Inc. and affiliate websites ([www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com)).

Passengers traveling on Mokulele Airlines must refer to the Mokulele Airlines Contract of Carriage for applicable policies and procedures.

### **Disability Complaints**

Customers who have complaints about the handling of a customer with a disability may discuss the issue with the local Complaints Resolution Official, contact Mesa Airlines, Inc.' Office of Customer Relations (see section XIII), or contact the Department of Transportation.

U.S. Department of Transportation  
Aviation Consumer Protection Division  
400 Seventh Street, S.W.  
Washington, DC 20590

### **Rule 50 - Acceptance of Children**

**Accompanied Children:** Children less than 2 years of age must be accompanied on all flights and in the same compartment with an adult at least 18 years of age. Children 2 years of age and under 12 years of age are accepted for transportation when accompanied on the same flight by a customer at least 15 years of age.

**Unaccompanied Children:** Unaccompanied children under five years of age are not accepted for travel. Unaccompanied children ages 5 through 12 are accepted for transportation as follows:

- Five years of age or older are accepted for travel on Mesa Airlines, Inc. nonstop flights or through and connecting flights for which both segments are operated for go! Mokulele if such flight is a direct or non-stop flight, and only on a go! Mokulele flight. Unaccompanied children are not allowed to fly on the last flight of the day. A service charge is applicable.
- All travel by unaccompanied children must be on flights on which the child holds a confirmed reservation from airport of origin to airport of destination.
- The unaccompanied child must be brought to the airport by a parent or guardian who

must furnish Mesa Airlines, Inc. with the name, address and phone number of the parent or guardian who will meet the child upon deplaning at the child's destination.

- A parent or guardian must complete the unaccompanied minor request for carriage form, which will accompany the child throughout the trip.
- The parent or guardian accompanying the child to the airport must not leave the airport until the child's flight has departed.
- Mesa Airlines, Inc. reserves the right to refuse transportation if the flight on which the child holds a reservation may terminate at an airport other than the child's destination.
- Unaccompanied children will be monitored while in the care of Mesa Airlines, Inc.. In the event of a flight cancellation, diversion, substantial delay or other irregularity, Mesa Airlines, Inc. will attempt to contact the parent or guardian identified in the unaccompanied minor forms at the numbers provided, and priority recommendation will be provided to the child.
- If an unexpected overnight stay is required, adult supervision will be provided and Mesa Airlines, Inc. will attempt to contact the parent or guardian at the numbers provided.

Mesa Airlines, Inc.' policies on unaccompanied minors and information on Mesa Airlines, Inc. Kids Acceptance program are available through Mesa Airlines, Inc. Reservations, at ticket offices and the Mesa Airlines, Inc. or affiliate websites ([www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com)).

**NOTE: MESA AIRLINES, INC. WILL NOT ASSUME ANY FINANCIAL OR GUARDIANSHIP RESPONSIBILITY FOR UNACCOMPANIED CHILDREN BEYOND THOSE APPLICABLE TO AN ADULT CUSTOMER OR EXPRESSLY STATED AS PART OF THE CHILD ACCEPTANCE PROGRAM.**

#### **Rule 55 - Service Animals**

Mesa Airlines, Inc. will permit dogs and other service animals to accompany a person with a disability in the cabin. A service animal is defined as a guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Mesa Airlines, Inc. may request identification or other evidence that an animal is a service or emotional support animal. Identification of emotional support animals must be provided by a mental health professional. The service animal may accompany the customer in the same seat as the customer, unless the animal obstructs an aisle or another customer's emergency exit pathway. There is no charge for the transportation of a service animal accompanying a customer with a disability.

Mesa Airlines, Inc. will also transport, at no charge, dogs trained in explosive detection or search and rescue when accompanied by a law enforcement official or rescue team member. The dog may accompany the handler in the cabin but is not permitted to occupy a seat.

Additional restrictions may apply to international travel.

## **IV. RESERVATIONS**

### **Confirmed Reservations**

A reservation is made when a request for a space on a flight is recorded in a Mesa Airlines, Inc. reservations system. Once a customer obtains a validated ticket or completes an electronic purchase that reflects reservations for a specific flight and date from Mesa Airlines, Inc. (showing OK in the status box), the reservation is confirmed even if there is no record in Mesa Airlines, Inc. reservations system, unless such reservation was canceled due to one of the reasons indicated below.

### **Cancellation of Confirmed Reservations**

All reservations (including those for seats on continuing and return flights) are subject to cancellation without notice:

- If the customer has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket or completed an electronic purchase providing for confirmed seat(s) at least 30 minutes prior to scheduled departure of the flight or earlier, if a greater time limit is specified.
- If the customer fails to fulfill the requirements of the fare type to which the reservation applies.
- If the customer is not present at the boarding gate 15 minutes or on the aircraft at least 5 minutes prior to scheduled departure time of the flight even if the customer has already checked in for the flight at a location designated for check-in.
- If the customer fails to occupy the seat reserved (for example, a no-show). A no-show on the first leg of a round trip may result in cancellation of the entire itinerary.
- If such action is necessary to comply with any governmental 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 Mesa Airlines, Inc.' control.
- If Mesa Airlines, Inc. refuses to transport the customer for any of the reasons stated in Section III above.

Where there is a record that a reservation was canceled (either by Mesa Airlines, Inc. as stated above or by the customer) after a ticket for a confirmed seat was issued, the ticket may not be accepted for the flight specified. In that event, the customer will not be eligible for denied boarding compensation.

### **Failure to Use Flight Coupons**

A customer who, due to a cancellation or delay of a flight, or a voluntary change, does not fly a segment of his or her itinerary must notify Mesa Airlines, Inc. of any alternate travel plans prior to the originally scheduled flight departure to avoid cancellation of remaining segments. Depending on the changes made and the ticket issued, additional charges, including a change fee and possible fare difference, or refunds may apply.

### **Pre-Assigned Seats**

Seats assigned in advance are not guaranteed and form no part of the contract of carriage. Seat assignments may be subject to change and/or may be released for reassignment. go! Mokulele offers open seating and no assigned seats.

### **go! Miles Seats**

Information on the go! Miles program, including award information, is available through the go! Mokulele websites ([www.iflygo.com](http://www.iflygo.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com), [www.lelegowau.com](http://www.lelegowau.com).) Customers may request a brochure describing go! Miles procedures, rules and restrictions by contacting the go! Miles Service Center.

## **V. TICKETS**

### **Ticket Validity**

If a refundable ticket is not used for the flights and dates purchased, the value of the ticket, less any applicable fees, can be applied towards the purchase of another ticket, within one year from the date of issue as indicated on the ticket. All travel must be completed within one year from original date of ticket issuance. All tickets will expire within one year of original date of ticket

issuance.

Unless otherwise specifically provided by the governing fare tariff, wholly unused nonrefundable tickets are valid and may be changed for one year from the date of issue, provided the customer has notified Mesa Airlines, Inc. on or before the scheduled departure date if they do not plan to fly as ticketed due to a voluntary change, subject to any applicable fees. Partially used nonrefundable tickets are valid for one year from the date of issue, provided any voluntary changes are made and the ticket reissued on or before the scheduled date of departure, subject to any applicable fees. All travel must be completed within one year from original date of ticket issuance for both partially and wholly unused nonrefundable tickets. All tickets will expire within one year of original date of ticket issuance. Except as stated above, all nonrefundable tickets have no further value once the scheduled date of departure for any ticketed segment has passed and the customer has failed to travel on such ticketed segment, other than due to an oversale, a cancellation or delay of the ticketed flight by the carrier. All unflown segments of such tickets are invalid and may not be applied toward the purchase of another ticket.

### **Altered, Mutilated and Invalid Tickets**

A ticket which has not been validated or which has been altered is not valid. Flight coupons presented out of sequence may not be honored, except as provided in section IV above. Flight coupons presented without the corresponding customer receipt may not be honored.

Tickets are valid for travel only when used in accordance with all terms and conditions of sale: Mesa Airlines, Inc. specifically prohibits the practices commonly known as:

- "Back-to-Back Ticketing" - the combination of two or more round-trip excursion fares for the purpose of circumventing minimum stay requirements.
- "Throw Away Ticketing" - the use of round-trip excursion fares for one-way travel.
- "Hidden City/Point Beyond Ticketing" - the purchase of a fare from a point before the customer's actual origin or to a point beyond the customer's actual destination.

Where a ticket is invalidated as a result of the customer's non-compliance with any term or condition of sale, Mesa Airlines, Inc. has the right in its sole discretion to:

- Cancel any remaining portion of the customer's itinerary,
- Confiscate unused flight coupons,
- Refuse to board the customer or check the customer's baggage,
- Assess the customer for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the customer's actual itinerary, or
- Cancel any go! Miles credits accrued as a result of non-compliant ticketing.

### **Transferability of Tickets**

Tickets are not transferable unless otherwise specified. Mesa Airlines, Inc. is not liable to the owner of a nontransferable ticket for honoring such ticket when presented by another person.

## **VI. CHECK-IN**

### **Check-In**

To help ensure on-time performance, Mesa Airlines, Inc. requires that customers be present at the boarding gate 15 minutes or on the aircraft at least 5 minutes before the scheduled departure time of the flight even if the customers have already checked in for the flight at a location designated for such purpose. Failure to meet this requirement may result in cancellation of the customer's reservations and make the customer ineligible for denied boarding compensation.

If a customer with a reservation on Mesa Airlines, Inc. does not obtain a boarding pass at least 30 minutes before the scheduled departure time, the customer's seat assignment (including those seat assignments on continuing or returning flights) may be subject to cancellation.

Passengers failing to comply will be re-accommodated on the next available Mesa Airlines, Inc. flight.

It is Mesa Airlines, Inc.'s policy to close the aircraft doors five minutes prior to scheduled departure.

### **Standby**

For travel to the same destination, passengers may change their reservation to standby travel on any flight departing earlier on the same day as their original departure without a change fee but will be responsible for paying any fare differences due to traveling in a different class of service.

## **VII. FARES**

### **General**

Mesa Airlines, Inc. offers customers the lowest fare for which they are eligible for the date, the flight and the class of service requested at the time of booking through our reservations, airport and city ticket office agents. Not all fares are available for all flights. Fares are subject to change without notice and are not guaranteed until a ticket is purchased. On certain discount fares, seating is limited and restrictions may apply. Some fares are only available through the internet. Passengers possessing a disability which prevents online booking may book internet fares through the telephone reservations center at no additional charge upon notifying a telephone reservations agent.

Further details concerning Mesa Airlines, Inc. discount fares are available from any authorized Mesa Airlines, Inc. agent and through the Mesa Airlines, Inc. or affiliate websites ([www.iflygo.com](http://www.iflygo.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com), [www.lelegowau.com](http://www.lelegowau.com)).

Except as otherwise noted in the specific fare rule, transportation is subject to the rules in effect on the date of purchase, not on the date when a reservation is made. The applicable fares are those in effect for the date of travel requested.

### **Additional Collection**

Mesa Airlines, Inc. fares are changed from time to time; however, no increase will be collected provided the flight(s) and date(s) are shown on the ticket and are not changed at the request of the customer.

Mesa Airlines, Inc. fares may not include certain ticketing, government or airport-imposed per customer charges or fees, including airport specific passenger facility charges, federal excise taxes on each flight segment (defined as a take off and landing), U.S. security fees, including the September 11<sup>th</sup> Security Fee, U.S. departure, agricultural, immigrations, customs and security charges on international flights, foreign airport arrival and departure charges and other international charges and fees at international destinations.

In the case of voluntary changes, special charges may be applicable including, but not limited to, federal transportation taxes, special fare cancellation/change fees, returned check charges, fuel surcharges, passenger facility charges, U.S. security fees, including the September 11<sup>th</sup> Security Fee, PTA service charges, terminal/airport charges, international departure/custom charges, and lost ticket service charges.

## **Connecting Flights**

When a metropolitan area is served by more than one airport and the customer requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the customer. Over the routes of Mesa Airlines, Inc., no more than three connections in each direction are permitted via any domestic published fare. This limitation does not apply to international published fares.

## **Stopovers**

A stopover is a voluntary interruption in the customer's journey at an intermediate city which may result in the collection of a higher fare based on the sum of the local fares. A stopover occurs when a customer arrives at an intermediate city and fails to depart from that city on the first flight (a) on which space is available, or (b) that will provide for the customer's earliest arrival at another city or the customer's destination. In no event will a stopover occur when the customer departs from the intermediate city on a flight scheduled to depart within four hours (24 hours international) after the customer's arrival.

## **Routings**

A fare applies only:

- To transportation via the intermediate cities specified by Mesa Airlines, Inc. in connection with such fare. Any other routing may subject the customer to an additional charge.
- For transportation between the airports for which it is published. Tickets may neither be issued nor accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

Mesa Airlines, Inc. will advise customers at the time a reservation is made or at the earliest possible opportunity if the itinerary includes a scheduled or unscheduled change of aircraft on a single flight with the same flight number.

## **Rerouting When Allowed**

Mesa Airlines, Inc. will reroute (transport to the same destination via a different routing) a customer at the customer's request and upon presentation of the ticket held by the customer, or upon verification of electronic purchase. Additional charges may apply.

## **Children's Fares**

One child under two years of age, not occupying a seat and accompanied by a customer at least 18 years of age, will be transported without charge within the continental U.S. and Hawaii. All other accompanied children under 12 years of age occupying a seat will be charged the appropriate adult fare. Children's fares may be available in some markets. Customers aged 12 and over will be charged the applicable adult fare.

Unaccompanied children at least five years of age and under 15 years of age will be charged the applicable adult fare. There will be a service charge for unaccompanied children aged five to 12 years of age. If two or more children from the same family are traveling together, only one such service charge will be assessed. Children will be considered to be members of the same family if they are siblings, half-siblings or step-siblings.

See section III, subtitle "Acceptance of Children" for details on Mesa Airlines, Inc.'s unaccompanied children program.

## **VIII. REFUNDS**

### **Rule 270 - Voluntary (Refunds Requested by the Customer)**

No refunds will be made for "nonrefundable" tickets. No refunds will be made for other tickets after one year from the date of issue. Any applicable cancellation penalties and change fees will be assessed. Special refund rules apply for international travel.

When a customer requests that a "refundable" ticket (including electronic tickets) issued by Mesa Airlines, Inc. or a ticket indicating Mesa Airlines, Inc. or *go!* Mokulele in the itinerary be refunded, such refund will be made to the customer or to the purchaser, if such purchaser is identified on the ticket, as indicated below:

- If no portion of the ticket has been used, the refund will be the amount equal to that paid, minus any associated ticketing fees.
- If a portion of the ticket has been used, the refund will be the amount equal to the remaining value after deduction of the applicable fare used from the amount paid, minus any associated ticketing fees.

Any applicable change fee, cancellation penalty or ticketing fee will be deducted from the refund amount.

For eligible tickets purchased by credit card, refund notifications will be sent to the applicable credit card company within seven business days after receipt of proper documentation. Eligible tickets purchased by credit card may only be refunded to the credit card used to purchase the ticket.

For eligible tickets purchased by cash, refunds will be issued within 20 business days after receipt of proper documentation.

Third-party ticket discounters, including but not limited to discount travel web sites, may have their own policies regarding refunds of tickets. Mesa Airlines, Inc. will not refund tickets purchased through third party ticket discounters.

### **Rule 240 -Involuntary (Refunds Provided When Mesa Airlines, Inc. is Unable to Accommodate the Customer)**

In the event that Mesa Airlines, Inc. is unable to provide a previously confirmed seat and Mesa Airlines, Inc. is unable to reroute the customer either over the routes of Mesa Airlines, Inc. or another airline, Mesa Airlines, Inc. will refund as indicated below:

- If no portion of the ticket has been used, the refund will be the amount equal to that paid, minus any associated ticketing fees.
- If a portion of the ticket has been used, the refund will be:
  - The amount equal to the lowest applicable one-way fare (50% of published round trip fares) from the airport of interruption to the destination, based on the fare type used; or
  - When the original promotional fare type used in the purchase of the ticket is not available at any intermediate airport where an interruption occurs, the amount refunded will be the same proportion of the normal coach (Y) fare published from the airport of interruption to the customer's original destination, as the fare paid is of the normal coach (Y) fare between the point of origin and the stopover/destination. No refund will be applied if ground transportation is offered for part of the ticketed itinerary and accepted by the customer.

In no instance will the amount refunded be greater than the amount paid. Mesa Airlines, Inc. will not refund a ticket which does not indicate a confirmed seat on Mesa Airlines, Inc. unless the

ticket was issued by Mesa Airlines, Inc.

Rules regarding eligibility for refunds and the documentation required are available from any Mesa Airlines, Inc. ticket office or authorized Mesa Airlines, Inc. agent.

### **Lost Tickets**

When a customer loses all or part of a Mesa Airlines, Inc. ticket, a Lost Ticket Application (LTA) may be filed and a replacement ticket issued, provided specific guidelines have been met. A service charge will apply. If voluntary changes are made to the original itinerary, an additional collection of funds may also apply.

If a replacement is not issued because the guidelines have not been met, a new ticket must be purchased and an LTA completed. In the event the ticket is completely unused, Mesa Airlines, Inc. will issue a refund according to the ticket's fare rules less the LTA service charge. If a ticket has been partially used, the customer may purchase a replacement ticket for that portion lost, file an LTA and be refunded the price of the replacement ticket, less the service charge and any fare increase due to voluntary changes made to the itinerary. Mesa Airlines, Inc. must receive the LTA before the ticket has expired and lost all value. If a customer does not purchase a replacement ticket, the difference between the value of the used portion of the ticket and the price originally paid for the ticket may be refunded if the fare basis allows.

Lost ticket applications will be processed within 20 days of receipt but held up to 90 days to verify that the ticket has not been used. If more than one ticket is reported lost or stolen, a separate LTA must be filed for each ticket. A service charge will be assessed for each LTA filed.

If a lost ticket is found and returned to the Mesa Airlines, Inc. Passenger Refund Department within 90 days from the date of the LTA, the service charge will be waived or refunded.

Refunds on a lost ticket will only be made provided that the lost ticket or lost portion of a ticket has not previously been honored for transportation or refunded to any person. Mesa Airlines, Inc. will only make such a refund provided that the person to whom the refund is being made agrees to indemnify Mesa Airlines, Inc. against any loss or damage which it may sustain by reason of such refund.

Lost ticket applications may be obtained at any Mesa Airlines, Inc. ticket office or from an authorized Mesa Airlines, Inc. agent.

### **Overcharges**

Claims for overcharges must be accompanied by the customer coupon/receipt of the ticket issued by Mesa Airlines, Inc. and must be made within one year from the date of purchase.

### **Refund Audits**

Customer refunds are subject to audit. Mesa Airlines, Inc. has the right to collect any moneys owed from the customer or any over-refunds made to the customer found as a result of the audit.

## **IX. DELAYED AND CANCELED FLIGHTS**

### **Mesa Airlines, Inc.' Responsibility for Schedules and Operations**

Mesa Airlines, Inc. undertakes to use its best efforts to transport the customer and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of the terms of transportation. Mesa Airlines, Inc. may substitute alternate carriers or aircraft and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are

subject to change without notice. Mesa Airlines, Inc. is not responsible or liable for making connections, or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

### **Notification**

In the event of a flight delay, cancellation or diversion, Mesa Airlines, Inc. will provide the most current information available to customers in the airport or onboard an aircraft in a timely manner. Flight information may also be obtained through the Mesa Airlines, Inc. or affiliate websites ([www.iflygo.com](http://www.iflygo.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com), [www.lelegowau.com](http://www.lelegowau.com)) and the Mesa Airlines, Inc. toll free reservations number (1-888-435-9462).

### **Extended Onboard Ground Delays**

Mesa Airlines, Inc. defines a long delay as starting at one hour from the time an aircraft pushes back from the gate. After one hour, real-time, automated systems alert operations managers so that the airline can manage the situation quickly and with accurate information. While away from the gate, Mesa Airlines, Inc. flight crews communicate frequently with customers on board the airplane. Mesa Airlines, Inc.' flights may be returned to the gate at any point during a delay depending on each flight's specific situation. At two hours, information about the flight is escalated through Mesa Airlines, Inc.' senior operations management for a decision about returning to the gate. Inputs into that decision-making are based on situation-specific factors such as customer safety and comfort, airport capabilities, and crew status.

Any extensive ground holds associated with taxi-out, taxi-in, or diversions require oversight by Mesa's Systems Operations Control (SOC), Dispatch and Air Traffic Control (ATC) Coordinators, the flight deck and local station operations.

In cases of tarmac delays of two hours or more, Mesa Airlines will institute the following procedures:

1. For domestic flights, Mesa Airlines will not permit one of its aircraft to remain on the tarmac with passengers onboard for more than three hours unless the pilot-in-command determines there is a safety related or security-related impediment to deplaning passengers (e.g. weather, air traffic control, a directive from an appropriate government agency), or Air Traffic Control advises the pilot-in-command returning to the gate or permitting passengers to disembark somewhere else would significantly disrupt airport operations.
2. For international flights (either arriving in or departing from an international destination) Mesa Airlines will not permit one of its aircraft to remain on the tarmac with passengers onboard for more than four hours unless the pilot-in-command determines there is a safety related or security-related impediment to deplaning passengers (e.g. weather, air traffic control, a directive from an appropriate government agency), or Air Traffic Control advises the pilot-in-command that returning to the gate or permitting passengers to disembark somewhere else would significantly disrupt airport operations.
3. In the instance where passengers are required to remain onboard an aircraft on the tarmac in excess of two hours, Mesa Airlines will distribute food (pretzels, granola bars or similar) and potable water no later than two hours after the aircraft has left the gate or touches down if the aircraft remains on the tarmac, unless the pilot-in-command determines that safety or security requirements preclude such service.
4. In the instance where an aircraft is required to hold on the tarmac, Mesa Airlines will ensure there are operable lavatory facilities accessible to its passengers.
5. In the instance where medical assistance is needed, Mesa will utilize passengers or employees with medical expertise (licensed DR or nurse or crewmembers) and in the instance this is not available, contact the airport emergency medical response team and permit boarding of the aircraft or deplaning of the passenger requiring attention.

6. Mesa will dedicate its flight crew to the performance of these duties and will request additional support from ground crew or airport facilities should its personnel require assistance.
7. Mesa has provided this plan to the management of each of the medium and large airports it serves where the plan has been reviewed and approved.

### Reporting

All tarmac delays of two or more hours must be reported on the Tarmac Delay Incident List. Each entry must include the date, flight number, relevant station, reason for the tarmac delay, the length of the delay and steps taken to mitigate.

Within 30 days of any tarmac delay of two hours or more, SOC will be responsible for reporting the circumstances of the delay and any mitigation steps to the Department of Transportation. SOC and Stations will be required to compile log information for forwarding to the Customer Care team at the conclusion of any shift where a tarmac delay of two or more hours occurred. The controlling SOC manager will assemble this information from the ATC Coordinator, managing flight dispatch operator and dispatcher.

### **Rebooking**

When a ticketed customer holding confirmed reservations on a flight will be delayed because of a schedule irregularity (whether a missed connection, flight cancellation, omission of a scheduled stop, substitution of equipment or a different class of service or schedule change), Mesa Airlines, Inc. will rebook the customer on its next available flight to the customer's ticketed destination without additional charge. If Mesa Airlines, Inc. is unable to provide onward transportation, Mesa Airlines, Inc. may attempt to rebook the customer on the next available flight of another airline with which Mesa Airlines, Inc. has an agreement allowing the acceptance of each other's tickets.

### **Alternate Transportation**

If Mesa Airlines, Inc. is not able to reroute customers on its flights or other airlines' flights, Mesa Airlines, Inc. may offer the customer ground transportation to the destination. If the customer does not accept the ground transportation offered, Mesa Airlines, Inc. will refund the value of the remaining flight coupons to the stopover or destination.

### **Amenities/Services for Delayed Customers**

When a ticketed customer holds a confirmed reservation on a flight, Mesa Airlines, Inc. may assume limited expenses incurred as a result of a flight cancellation or schedule irregularity resulting in a delay exceeding four hours, as outlined below. Mesa Airlines, Inc. may also provide special amenities and services which, in Mesa Airlines, Inc.' judgment, are required by certain customers such as unaccompanied children, customers requiring special assistance, and customers with medical conditions, in order to maintain the safety, health and welfare of such customers. Amenities will not be made available to a customer on any Mesa Airlines, Inc. flight which is delayed or canceled in the metropolitan area where the customer resides or at the customer's destination, or stopover point.

Mesa Airlines, Inc. will provide a food voucher to customers whose flights have been canceled or delayed for four hours or more during normal meal times, when the delay is not due to Air Traffic Control, weather, or other circumstances beyond Mesa Airlines, Inc. control. The food voucher may be used at a restaurant in the airport or a hotel restaurant for customers who are also accommodated overnight. The value of the food voucher will vary according to whether it is for breakfast, lunch or dinner.

In the event of a delay or cancellation, overnight accommodations will be arranged by Mesa Airlines, Inc. at their expense for customers at connecting points whose flights are delayed or

canceled because of circumstances within Mesa Airlines, Inc. control for whom no alternate transportation is available. Overnight accommodations will not be provided for customers whose flights are delayed or canceled due to circumstances beyond Mesa Airlines, Inc.'s control such as Air Traffic Control or weather. Overnight accommodations include a hotel and transportation to and from the hotel selected by Mesa Airlines, Inc. Food vouchers will be provided if the delay or cancellation causes the customer to miss dinner and/or breakfast.

In the unusual event that alternate transportation or overnight accommodations cannot be provided, Mesa Airlines, Inc. will endeavor to provide for customers' comfort by making sure food is available and arranging for customers' trips to resume as soon as possible.

With respect to amenities made available by Mesa Airlines, Inc., including ground transportation and hotel accommodations, the vendor providing such service is not an agent, servant, employee, or in any manner under contract with Mesa Airlines, Inc. to provide such goods and services. Mesa Airlines, Inc. disclaims all liability for any acts or omissions of the vendor, its agents, servants, and employees resulting in personal injury or death, or loss of or damage to property.

Information about Mesa Airlines, Inc. accommodations policies are available from authorized Mesa Airlines, Inc. agents or on one of the Mesa Airlines, Inc. or affiliate websites ([www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com)).

## **X. DENIED BOARDING**

Upon request Mesa Airlines, Inc. will advise a customer if his/her flight is overbooked. When Mesa Airlines, Inc. determines that there are not enough available seats on a flight to accommodate all customers holding confirmed reservations and tickets, Mesa Airlines, Inc. will take the actions specified below regarding voluntary and/or involuntary denied boarding.

### **Voluntary**

**Request for Volunteers:** Mesa Airlines, Inc. will request customers to relinquish their seats voluntarily in exchange for compensation (monetary or travel credit) as determined by Mesa Airlines, Inc. The request for, and selection of, volunteers will be in a manner determined solely by Mesa Airlines, Inc. Because the selection of volunteers is based on a variety of factors, and because we may have more volunteers than we need, some volunteers may not be selected.

### **Involuntary**

**Boarding Priorities:** If a flight is oversold and there are not enough volunteers, Mesa Airlines, Inc. may be required to deny boarding involuntarily, in accordance with the following:

- Ease of re-accommodation
- Fare / class of service purchased
- Time of check-in
- Boarding preference may be given to go! Miles members based on their status in the program and time of check-in.
- Special efforts will be made to never involuntarily deny boarding to customers requiring special assistance or unaccompanied minors.

### **Transportation for Customers Denied Boarding**

Mesa Airlines, Inc. will transport customers who have been denied boarding, whether voluntarily or involuntarily, on its next flight on which space is available at no additional cost to the customer. If Mesa Airlines, Inc. is unable to provide onward transportation, Mesa Airlines, Inc. will attempt to arrange for transportation for the customer on the next available flight of another airline with

which Mesa Airlines, Inc. has an agreement allowing the acceptance of each other's tickets, at no additional cost to the customer.

### **Compensation for Flights Within the United States**

**Involuntary** - Mesa Airlines, Inc. will offer one of the following types of compensation to customers denied boarding involuntarily on flights within the go! Mokulele Hawaii network:

- A transferable voucher for one free roundtrip coach class ticket on Mesa Airlines, Inc. within the go! Mokulele Hawaii network, or,
- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$800.00.

However, the compensation shall be 50% of the amount described above, but not more than \$400.00, if Mesa Airlines, Inc. arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from Mesa Airlines, Inc. agents and on the Mesa Airlines, Inc. or affiliate websites ([www.iflygo.com](http://www.iflygo.com), [www.lelegowau.com](http://www.lelegowau.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com)).

### **Waiver of Payment of Compensation**

Denied boarding compensation payment may not be made if:

- The customer has not complied with the applicable time limit for presenting himself or herself at the boarding gate even if the customer has already checked in at another location.
- The customer is offered accommodations in a class of service on the aircraft other than that specified on his/her ticket (at no extra charge), except that a customer seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.
- The flight for which the customer holds confirmed reserved space is unable to accommodate that customer because of the substitution of equipment of lesser capacity when required by operational or safety reasons.
- Mesa Airlines, Inc. arranges comparable air transportation, or other transportation used by the customer at no extra cost to the customer, that at the time such arrangement is made, is planned to arrive at the airport of the customer's next stopover or, if none, at the airport of the final destination not later than one hour after the planned arrival time of the customer's original flight or flight(s).

### **Free Air Transportation as Compensation for Travel**

Free air transportation is limited to one round trip ticket from any one city served by Mesa Airlines, Inc. to any one destination served by Mesa Airlines, Inc. within the go! Mokulele network.

The voucher for free air transportation will be provided only to the customer who was denied boarding, although the customer may elect to transfer the voucher to another person. The voucher for free air transportation must be exchanged for a ticket within one year from the date of issuance of the voucher. Tickets issued in exchange for free air transportation vouchers are valid for one year from the date of ticket issuance. All travel must be completed within one year of the date of ticket issuance. Space is subject to availability at time of booking and travel must be via

Mesa Airlines, Inc. only and via the most direct routing on which space is available. A stopover will be permitted only at the customer's outward destination. The ticket has no refund value and may be rerouted and reissued only by Mesa Airlines, Inc. A customer involuntarily denied boarding may decline this transportation benefit and receive the cash payment specified in Section X describing involuntary compensation.

Mesa Airlines, Inc. policies and procedures on voluntary and involuntary denied boarding, including applicable check-in deadlines, are available from authorized Mesa Airlines, Inc. agents and on the Mesa Airlines, Inc. or affiliate websites ([www.iflygo.com](http://www.iflygo.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com), [www.lelegowau.com](http://www.lelegowau.com)).

**NOTE: ACCEPTANCE OF DENIED BOARDING COMPENSATION CONSTITUTES FULL COMPENSATION FOR DAMAGES INCURRED BY THE CUSTOMER AS A RESULT OF MESA AIRLINES, INC.' FAILURE TO PROVIDE THE CUSTOMER WITH A CONFIRMED SEAT.**

## **XI. BAGGAGE**

### **Baggage Allowance**

Mesa Airlines Inc. will assess a \$10.00 fee for a passenger's first checked bag and a \$17.00 fee for a second checked bag.

Checked baggage cannot exceed a weight of 50 pounds and dimensions of 62 inches in overall length, width, and height. Checked baggage exceeding the maximum quantity, weight, or size will be subject to an excess baggage charge.

An extra charge applies for additional, overweight, and/or oversized pieces. In no event will Mesa Airlines, Inc. accept baggage that weighs more than 100 pounds and/or baggage with combined dimensions exceeding 81 inches. Special items such as pets, surfboards, bicycles, scuba equipment, etc. are not included in the customer's free baggage allowance and are subject to an extra charge.

Carry-on baggage is limited to one piece per customer, plus a personal item. Small Personal items must be smaller than carry-on items, and consist of articles such as purses, briefcases, laptops, camera with case, small daypacks, infant bags, etc. Carry-on baggage must not exceed the outside linear dimensions of 51" or exceed 1 small personal item. All carry-on items (including small personal items and those exempt from the baggage count) must fit safely in approved carry-on locations.

Carry-on baggage allowance may be restricted due to lack of space.

Passengers traveling on Mokulele Airlines must refer to the Mokulele Airlines Contract of Carriage for applicable policies and procedures.

Passengers connecting to another carrier must comply with the more restrictive baggage size and weight requirements. Passengers traveling on Mokulele Airlines Cessna Grand Caravan must adhere to the following (\*) baggage limitations.

\*Mokulele Standard checked baggage may have outside linear dimensions of 45 inches and maximum weight of 50 lbs (22.7 kg) pounds. No articles may exceed maximum outside linear dimensions of 115 inches (92 cm) or a maximum weight of 70 lbs (31.8 kg).

\* Mokulele Carry-on baggage is subject to Maximum Outside Linear Dimensions of 45 inches (114 cm) and a maximum weight of 15 lbs on the Cessna Grand Caravan.

**NOTE:** FOR FREE BAGGAGE ALLOWANCE EXCEPTIONS PLEASE REFER TO THE MESA AIRLINES, INC. OR AFFILIATE WEBSITE ([www.iflygo.com](http://www.iflygo.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com), [www.lelegowau.com](http://www.lelegowau.com)) OR ASK A MESA AIRLINES, INC. REPRESENTATIVE.

### **Conditions of Acceptance**

**General Conditions of Acceptance:** Mesa Airlines, Inc. will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the customer for the purpose of the trip. All baggage, checked or carry-on, is subject to inspection including but not limited to electronic search and hand search.

**Checked Baggage:** Mesa Airlines, Inc. will check baggage which is tendered by a customer and which is acceptable upon presentation by a customer of a valid ticket subject to the following conditions:

Baggage must be checked at the airport in advance of flight departure.

The customer's name must appear on the baggage.

Baggage will only be checked to:

- The customer's next airport of stopover or, if there is no stopover, to the final destination designated on the ticket, or
- An airport at which the customer is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the customer is scheduled to arrive.

Mesa Airlines, Inc. will refuse to transport or will remove at any airport baggage that the customer refuses to submit for inspection. Mesa Airlines, Inc. may refuse to transport baggage on any flight other than the one carrying the customer.

**Fragile and Perishable Items:** Mesa Airlines, Inc. will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling, of a size, weight or character which renders it unsuitable for transportation on the particular aircraft to be used, or that cannot be accommodated without harming or annoying customers. Fragile and perishable items (see examples below) may be accepted if appropriately packaged in an original factory-sealed carton, mailing tube, container or case designed for shipping such items or packed with airline-approved, protective material. However, fragile items without appropriate packaging may, at the sole discretion of Mesa Airlines, Inc., be accepted upon the execution of a release form furnished by Mesa Airlines, Inc., releasing Mesa Airlines, Inc. from liability for damage to, loss or spoilage of contents, or delay in delivery resulting in damage to, loss or spoilage of such items.

Examples of fragile and perishable items: glass, plastic, artistic items, pottery, wood, electronic / mechanical devices, including computers with or without carrying case, flimsy garment bags, liquids, musical instruments, papers, food, plants, flowers, photographic equipment, toys and unsuitably protected recreational and sporting goods.

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

The following are special items that will be accepted as checked or carry-on baggage, subject to specified conditions and payment of charges when applicable:

- **Firearms:** In accordance with Federal law, a customer who presents baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a suitable locked, hard-sided container before such baggage will be checked. Ammunition must be securely packed in durable fiber, wood or metal boxes or in the manufacturer's

original package. Additional restrictions may apply for international travel.

- **Child Restraint Systems:** A child restraint system will be accepted for transportation in the customer cabin only if the restraint system can be stowed beneath the seat or in an approved overhead compartment; or when an additional seat is reserved for the infant, a ticket is purchased and the restraint system can be properly secured by the seat belt. The infant may not be secured in the restraint system during ground movement, takeoff, landing or any other time when the “Fasten Seat Belt” sign is on, unless such restraint system is government approved.
- **Seat Baggage:** When determined acceptable by Mesa Airlines, Inc., an item of baggage may occupy a seat (selected by Mesa Airlines, Inc.), providing the customer accompanies the property, the item meets specified dimensions, can be properly secured by the seat belt, reservations are made and the applicable fare is paid.
- **Pet Animals:** Mesa Airlines, Inc. does not accept animals for shipment in the cargo hold on CRJ 100/200 series aircraft. Mesa Airlines, Inc. will accept for an extra charge small dogs, small domestic cats, small household birds and household tropical fish for transportation in the customer cabin under the following conditions:
  - Reservations are made at least 24 hours before departure.
  - The animal is harmless, inoffensive, odorless and requires no attention during transit.
  - The container must be approved by Mesa Airlines, Inc. and able to fit underneath the seat in front of the customer traveling with the animal. (Maximum container size—21" length x 16" width x 8" height.)
  - Note: Due to underseat space constraints, pets may not be permitted in the cabin on certain aircraft types.
  - Only one pet per customer and container is permitted, and the pet cannot be removed from the container during transit.
  - In the event the animal becomes offensive or causes a disturbance during transit, the owner will be asked to deplane with the pet at the first en route stop.
  - Mesa Airlines, Inc. assumes no responsibility for the impaired health or death of the animal.
  - Special additional restrictions may apply for international travel. The transportation of animals to some international destinations is prohibited.

### **Military Baggage**

Military personnel who are on active duty status or who have been discharged within seven days qualify for free baggage allowance. The standard maximum military free baggage allowance is two (2) checked bags and the standard carry-on allowance per passenger. Military passengers may check two (2) bags (free of charge) which exceed the 62 inch/157 cm dimension (but less than 81 inches/206 cm) and weigh 100 pounds/45 kg or less.

Passengers traveling on Mokulele Airlines must refer to the Mokulele Airlines Contract of Carriage.

### **Restricted Articles**

The following articles are classified as hazardous and must not be carried in baggage: compressed gases, corrosives (such as acids and wet batteries), explosives (such as fireworks and munitions), flammables (such as matches and lighter fuels), poisons, magnetic and radioactive materials and all other items restricted by government regulations.

Certain articles are considered dangerous and are not permitted beyond the security screening

checkpoint. These items include, but are not limited to, weapons, cutting instruments of any kind, ice picks, straight razors, metal scissors with pointed tips, metal nail files, corkscrews, baseball bats, golf clubs, pool cues, ski poles, hockey sticks. Mesa Airlines, Inc. assumes no liability for items lost, damaged, or confiscated as a result of security screening.

### **Baggage Claim Limits and Procedures**

Total liability for provable direct or consequential damages resulting from the loss, delay or damage to baggage in Mesa Airlines, Inc.' custody is limited (1) for travel wholly between U.S. points, to \$3,300 per customer; (2) for most international travel (including domestic portions of international journeys), to \$9.07 per pound (\$20 per kilo) for checked baggage and \$400 per customer for unchecked baggage in the custody/control of the carrier. For international travel, the weight of each piece of checked baggage will establish the carrier liability limit; maximum liability, unless excess weight is noted and additional charges paid, is limited to carrier free weight allowance.

Unless protection is purchased (excess valuation), Mesa Airlines, Inc. assumes no liability for valuable/commercial items, including but not limited to: money, negotiable papers, securities, irreplaceable business documents, books, manuscripts, publications, photographic or electronic equipment, musical instruments, jewelry, silverware, precious metals, furs, antiques, artifacts, paintings and other works of art, lifesaving medication and samples.

No action shall be maintained for any loss, damage or delay of checked baggage, unless notice is given in writing to the airlines involved within 45 days (21 days international) from the date of incident and unless the action is commenced within two years from the date of the incident.

When Mesa Airlines, Inc. has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables, or for damage to or damage caused by fragile items, liquids or perishables which are unsuitably packed and which are included in a customer's checked baggage, with or without Mesa Airlines, Inc.' knowledge. Mesa Airlines, Inc. may allow a customer to check fragile and/or perishable items that are unsuitably packed upon the execution of a Limited Liability Release Baggage Tag. Mesa Airlines, Inc. assumes no liability for damage such as scratches, scuffs, dents, stains, cuts, and damage to wheels and retractable handles that results from normal wear and tear. When transportation is via Mesa Airlines, Inc. and one or more airlines with different limitations of liability, the lowest maximum baggage liability limit will apply. When responsibility for loss, damage or delay cannot be determined in interline travel, Mesa Airlines, Inc. will not be liable for the other airline's excluded items.

**Excess Valuation:** Baggage liability is limited to those amounts set forth in the above terms, unless an additional charge is paid. The excess valuation charges and maximum value allowed can be obtained from any Mesa Airlines, Inc. ticket office. The additional protection (excess valuation) is not available for fragile or perishable articles which are not suitably packaged to withstand ordinary handling.

**Responsibility:** Mesa Airlines, Inc. assumes responsibility only for those claims arising from the transportation of baggage over its own routes. Mesa Airlines, Inc. assumes no responsibility for property damage or loss resulting from customer security screening or incurred in customer waiting rooms or concourses or for property not checked into Mesa Airlines, Inc.' custody. All claims are subject to proof of value and loss.

**Initial Notification:** Loss or damage to baggage must be reported to the local Mesa Airlines, Inc. Baggage Service Office within four hours of arrival. Pilferage must be reported within 24 hours of arrival.

**Delivery:** If Mesa Airlines, Inc. fails to return checked baggage upon arrival at the destination, every effort will be made to return the checked baggage within 24 hours of the customer's arrival

at the destination airport, except that baggage will not be delivered to a residence after midnight unless specifically requested, but instead will be delivered the following day.

Information on Mesa Airlines, Inc.' policy on delayed baggage return is available from any authorized Mesa Airlines, Inc. representative or on the Mesa Airlines, Inc. or affiliate websites ([www.iflygo.com](http://www.iflygo.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com), [www.lelegowau.com](http://www.lelegowau.com)).

## **XII. go! Mokulele EXPRESS**

Mesa Airlines, Inc. has entered in to a code sharing agreement with Hawaii Island Air and Mokulele Flight Service to operate service as go! Mokulele Express. Passengers booking flights on go! Mokulele Express operated by Hawaii Island Air or Mokulele Airlines should familiarize themselves to the specific rules and regulations associated with Hawaii Island Air or Mokulele. For the full contract of carriage, proceed to [www.iflygo.com](http://www.iflygo.com), [www.mokuleleairlines.com](http://www.mokuleleairlines.com), or see an agent at a go! Mokulele Airlines ticket counter.

## **XIII. CUSTOMER COMPLAINTS**

Mesa Airlines, Inc. employees are empowered to address consumer issues appropriately and effectively at the time a concern arises at airports, city ticket offices, and through reservations.

The Mesa Airlines, Inc. Customer Care Department will respond to written complaints within 30 days from the receipt of the complaint. A Customer Care Representative may be contacted via e-mail, letter, or telephone. Include Flight information, travel dates, ticket numbers and the go! Miles account number.

Complaints may be sent via e-mail at [customercare@iflygo.com](mailto:customercare@iflygo.com) or [www.iflygo.com](http://www.iflygo.com) or:

Telephone (toll free):

(800)-637-2910

Mailing Address:

go! Mokulele Customer Care  
Attn: Customer Relations  
300 Rodgers Blvd. #23  
Honolulu Hawaii