



# **CONTRACT OF CARRIAGE**

**REVISION: 1**  
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**LIMITS OF LIABILITY FOR PERSONAL INJURY OR DEATH**

***IF THE PASSENGER'S JOURNEY INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE AND IN MOST CASES LIMITS THE LIABILITY OF CARRIERS FOR DEATH OR PERSONAL INJURY AND LOSS OF OR DAMAGE TO BAGGAGE. SEE ALSO NOTICES HEADED "ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY" AND "INTERNATIONAL - NOTICE OF BAGGAGE LIABILITY LIMITATIONS."***

- A. USA 3000 Airlines liability for any accident, injury, or death is governed by applicable laws.
- B. Advice to International Passengers on Limitation of Liability
  - 1. Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that a treaty known as the Montreal Convention may apply to the entire journey, including any portion thereof entirely within a single country. For such passengers, the Montreal Convention, including special contracts of carriage embodied in applicable tariffs, governs the liability of the carrier for death of or injury to passengers. The names of carriers that are party to such special contracts are available at all ticket offices of such carriers and may be examined upon request.

**LIMITS ON LIABILITY FOR BAGGAGE, INCLUDING FRAGILE OR PERISHABLE GOODS, AND AVAILABILITY OF EXCESS VALUATION****A. DOMESTIC BAGGAGE CLAIM LIMITS AND PROCEDURES**

- 1. USA 3000 Airlines liability for loss, damage or delay in delivery of baggage in its custody shall not exceed \$3,300 per passenger.
  - a. When wheelchairs or other assistive devices are disassembled by USA 3000 Airlines for stowage, USA 3000 Airlines shall reassemble them and ensure their prompt return to the disabled passenger. Wheelchairs and other assistive devices shall be returned to the passenger in the condition received by USA 3000 Airlines.
  - b. With respect to domestic transportation, the baggage liability limits of 14 CFR, part 354, do not apply to liability for loss, damage, or delay concerning wheelchairs or other assistive devices. The criterion for calculating the compensation for a lost, damaged, or destroyed wheelchair or other assistive device shall be the original purchase price of the device.
  - c. USA 3000 Airlines shall not require qualified individuals with a disability to sign waivers of liability for damage to or loss of wheelchairs or other assistive devices.

**NOTE: ALL CLAIMS ARE SUBJECT TO PROOF OF VALUE AND LOSS**

- 2. When USA 3000 Airlines has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables, nor for damage to or damage caused by fragile items, liquids or perishables which are unsuitably packed and which are included in a passenger's checked baggage with or without USA 3000 Airlines knowledge. USA 3000 Airlines may allow a passenger to check fragile and/or perishable items that are unsuitably packed upon the execution of a limited liability release tag.

3. USA 3000 Airlines is not responsible for lost, damaged, or stolen items including but not limited to, cash, securities, and bonds, business documents, credit cards, cash vouchers, bank books, checks, commuter passes, keys, jewelry, precious metals and gems, silverware, computer and accessories, digital cameras and accessories, video cameras and accessories, mobile/cell phones, DVD/CD players and accessories, passports, ID card, product samples, medications and supplies, eyewear and contact lens, alcohol, tobacco, perfumes, toiletries, perishable items and food, HAZMATS contained in checked or unchecked baggage. If any of these items are lost, damaged, or delayed, the passenger will not be entitled to any reimbursement.
4. USA 3000 Airlines will not be liable for damage to protruding parts of baggage including but not limited to wheels, pockets, hanger hooks, pull handles, straps, zippers, and locks. Additionally, USA 3000 Airlines will not be liable for defects and/or minor damage as a direct result of normal wear and tear, such as cuts, scratches, scuffs, stains, dents, and punctures.
5. Carry on baggage which remains in the custody of the passenger is the sole responsibility of the passenger. USA 3000 Airlines will not accept claims for lost, forgotten, or stolen carry on baggage unless such baggage is tendered to USA 3000's in-flight personnel for storage during flight or otherwise delivered into the custody of USA 3000 Airlines. Storage in overhead bins or under a seat shall not be construed as delivery into USA 3000 Airline's custody.
6. USA 3000 Airlines will pay delayed, checked baggage delivery charges as long as the checked baggage was presented for check-in at least forty-five (45) minutes prior to the scheduled departure time of the customers originating flight. USA 3000 Airlines will make reasonable efforts to ensure baggage is transported on the customer's flight. EXCEPTION: The minimum check-in requirement for some flights is greater than 45 minutes as defined later in this document.
7. USA 3000 Airlines will not be liable for checked baggage delivery charges in the event that the customer elects to travel on an earlier flight not originally scheduled in the customer's itinerary. USA 3000 Airlines will make reasonable efforts to ensure baggage is transported on the customer's flight.
8. Any exclusion or limitation of liability of USA 3000 Airlines shall apply to and be for the benefit of agents, servants, and representatives of USA 3000 Airlines and any person whose aircraft is used by USA 3000 Airlines for carriage and its agents, servants, and representatives.

**B. INTERNATIONAL – NOTICE OF BAGGAGE LIABILITY LIMITATIONS FOR MOST INTERNATIONAL TRAVEL (INCLUDING DOMESTIC PORTIONS OF INTERNATIONAL JOURNEYS):**

1. Liability for loss, delay, or damage to baggage is limited to 1000 Special Drawing Rights (SDRs) (SDR is defined in terms of a basket of major currencies use in international trade and finance) for each customer unless a higher value is declared in advance and additional charges are paid. Excess valuation may not be declared on certain types of valuable articles. Carriers assume no liability for fragile or perishable articles. Further information may be obtained from the carrier.

**C. GENERAL CONDITIONS OF ACCEPTANCE**

1. USA 3000 Airlines will accept for transportation as baggage such personal property as necessary or appropriate for wear, use, comfort, or convenience of the passenger for the purpose of the trip.
2. All baggage is subject to inspection. Checked baggage will be accepted for transportation only on flights on which the passenger is traveling. USA 3000 Airlines will not accept baggage whose size, weight, or character makes it unsuitable for transportation on the aircraft as determined by USA 3000 Airlines. Baggage items must be suitably packaged to withstand normal handling as checked baggage or they may be refused. Acceptance of any baggage does not constitute agreement by USA 3000 Airlines that such baggage is suitably packed.
3. USA 3000 Airlines will accept live animals (dogs/cats) for a fee in checked baggage, with an approved animal transport kennel on domestic travel only.
4. USA 3000 Airlines will check baggage for a passenger with a valid confirmation subject to the following conditions:
  - a. Baggage must be checked at the airport in advance of flight departure.
  - b. The passenger's name must appear on the outside of the baggage.
5. Baggage will only be checked:
  - a. To an airport that is on the passenger's routing
  - b. To the passenger's next airport of stopover
  - c. To the passenger's final destination airport
6. Due to security requirements, passengers and their baggage will not be accepted at the ticket counter less than 45 minutes prior to the scheduled departure of their flight. Please note the minimum check-in time for passengers with checked baggage may be greater than 45 minutes at some airports. The minimum check-in time for baggage at each USA 3000 Airlines city is contained the following chart:

<b>MINIMUM CHECK-IN TIMES</b>		
<b>ITEM</b>	<b>DOMESTIC</b>	<b>INTERNATIONAL</b>
Check in Closes	At least 45 minutes prior to flight departure	At least 1 hour prior to flight departure
Latest Gate Time	15 minutes prior to flight departure	At least 30 minutes prior to flight departure
Aircraft doors close	5 minutes prior to flight departure	5 minutes prior to flight departure

7. Checked baggage may be claimed only by the holder of the baggage claim check. Baggage claim checks must be returned to USA 3000 Airlines on request. USA 3000 Airlines is not responsible to determine that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage.

8. Acceptance of baggage by the bearer of a claim check without filing a complaint shall constitute evidence of delivery by USA 3000 Airlines of the passenger's baggage, with all original contents, in good condition.
9. Baggage is measured by length + width + height. The dimensions of each measurement are added together to compose the total number of linear inches.

#### **D. BAGGAGE ALLOWANCE**

##### **1. Baggage Allowance**

- a. For Domestic flight reservations booked on or after October 1, 2009, there is a nonrefundable first checked bag fee of \$15 if paid at the time of reservation, or \$25 if paid at the airport ticket counter. For Domestic flights booked before October 1, 2009, customers will pay a nonrefundable first checked bag fee of \$9 if paid at the time of reservation, or \$12 if paid at the airport ticket counter.
- b. For International flights there is no charge for the first checked bag.
- c. Second and Subsequent Checked Bag Fee: There is a charge of \$25 for the second checked bag and for any subsequent checked bags.
- d. Exceptions to the First, Second, and Subsequent Baggage Fee include:
  - 1) Military customers traveling with ID and official orders
  - 2) Service items such as strollers and wheelchairs
- e. The maximum permitted weight per checked bag is 50 pounds and the maximum size per checked bag is 62 linear inches (length + width + height).
  - 1) ACTIVE MILITARY EXCEPTION: USA3000 Airlines will waive all baggage fees for active service personnel showing current military orders for travel. This refers to oversize, overweight, and excess baggage fees.
  - 2) NEWS MEDIA PERSONNEL: An exception rate of \$25 per piece for oversize/overweight equipment is extended to representatives of news networks, local television broadcasting companies, commercial film making companies, or independent media personnel for the transportation of cameras, film, lighting, and sound equipment. This rate is still subject to first, second/subsequent, and excess baggage fees. All persons requesting the media rate must present valid photo identification with company insignia upon check-in. Checked baggage in excess of two items will be charged at the rate of \$50 per bag. Additional service charges will be applicable for baggage exceeding weight and size limitation.

##### **2. Overweight Baggage**

- a. Any piece of baggage weighing 51 to 70 pounds may be accepted as checked baggage, but will be subject to an excess weight charge of an additional \$25 over and above any other applicable baggage fee of \$25. Baggage in excess of 70 pounds will not be accepted.

##### **3. Oversize Baggage**

- a. Checked baggage with overall dimensions from 62 inches to 70 inches will be assessed a per piece charge of \$25. Dimensions from 71 to 80 inches, will also be accepted subject to an oversize charge of \$50. Baggage over 80 inches in dimension (with the exception of some sporting equipment) will not be accepted.

#### 4. Sporting Equipment

- a. Special items such as golf bags, bicycles, surfboards, boogie boards, windsurfers, and scuba equipment are not included in a passenger's checked baggage allowance and are subject to a \$50 charge.

#### 5. Wheelchairs / Assistive Devices

- a. Wheelchairs, mobility aids, and assistive devices will be carried free of charge for qualified passengers with a disability, and are not included in the checked baggage allowance described above.

### E. CARRY-ON BAGGAGE

1. The suitability for carriage of any carry-on baggage will be exclusively determined by USA 3000 Airlines. Each passenger may carry on, without charge, one (1) bag totaling no more than 24" x 16" x 10" in dimension. The bag must be stowed under the seat in front of the passenger or in an approved overhead bin. Garment bags are considered one of the allotted pieces.
2. Any mobility aid or assistive device that is approved for in-cabin transport on USA 3000 Airlines, which is carried by a qualified passenger with a disability, is not subject to the one piece carry-on limit, provided such aid or device fits in an approved storage space.
  - a. Portable Oxygen Concentrator (POC) devices may be brought onboard our flights, in accordance with Special Federal Aviation Regulation (SFAR) No. 106, 14 CFR Part 121, however only the AirSep FreeStyle, AirSep LifeStyle, Inogen One, Respironics EverGo, and SeQual Technology Eclipse POC models are approved for use during flight.
  - b. Conditions for Acceptance:
    - 1) Effective May 13, 2009, POC may only be used in its battery-operated mode. USA 3000 Airlines does not have electrical outlets onboard for commercial product use.
    - 2) To be used onboard the aircraft, the AirSep FreeStyle, AirSep LifeStyle, Inogen One, Respironics EverGo, and SeQual Technology Eclipse POCs must have a label attached indicating that it has been approved for use in aircraft.
    - 3) The Customer must have a sufficient number of fully charged batteries to cover the duration of the flight and anticipated delays, plus one extra battery for unanticipated delays. Extra batteries must be packaged for carry-on in a manner to prevent short circuit. Battery terminals must either be recessed or packaged so as to prevent contact with metal objects, including terminals of other batteries.
    - 4) The Customer must have a letter from his/her physician on letterhead with an issue-date of no more than one year prior to flight departure date. The physician's letter must state:
      - a) Whether the user is able to operate the device and recognize and respond appropriately to its alarms, and if not, that the user is traveling with a companion who is able to perform these functions,
      - b) The phases of the flight (taxi, takeoff, cruise, landing) during which use of the device is medically necessary, and
      - c) The maximum flow rate corresponding to the pressure in the cabin under normal operating conditions. (Cabins are pressurized to an altitude of 8,000 feet.)

- c. USA 3000 Airlines may refuse to transport a customer requiring the following medical equipment or services, which are not authorized or cannot be accommodated on USA 3000 Airlines aircraft
  - 1) Medical oxygen for use on board the aircraft,
  - 2) Incubators, respirators/ventilators that must receive power from the aircraft's electrical power supply,
  - 3) Persons who must travel on a stretcher, or
3. All baggage must be completely stowed before the airplane may depart the gate. Further information is available at any USA 3000 Airlines facility.

#### **F. FRAGILE AND PERISHABLE ITEMS**

1. Fragile items will be accepted if they are appropriately packaged in an original factory-sealed container, in a case designed for shipping such items, or packed with airline-approved, protective material. Fragile items without appropriate packaging will be accepted only upon the execution of a release, furnished by USA 3000 Airlines, which indemnifies USA 3000 Airlines against liability for damage to, loss or spoilage of contents, or delay in delivery resulting in damage to, loss, or spoilage of such items.
2. USA 3000 Airlines will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling, the size, weight, or character of which makes it unsuitable for transportation, or that cannot be accommodated without harming or annoying passengers.

#### **G. RESTRICTED ARTICLES**

1. Hazardous materials will not be accepted as baggage except for medical/toilet articles for personal use, an empty scuba tank with valve removed, transport incubator, limited amounts of dry ice, and wheelchair batteries. All such material must comply with rules established by USA 3000 Airlines.
2. The following articles are classified as hazardous and must not be carried in baggage:
  - a. Compressed gasses
  - b. Corrosives, such as acids and spillable wet cell batteries
  - c. Explosives, such as fireworks and ammunition
  - d. Flammables, such as matches and lighter fuels
  - e. Poisons
  - f. Oxidizers
  - g. Magnetic and radioactive materials and all other items restricted by government regulations

**H. CONDITIONS FOR ACCEPTANCE OF SPECIAL ITEMS**

1. 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:
  - a. Firearms
    - 1) Exceptions: Federal Air Marshall, Federal Flight Deck Officer, Law Enforcement Officers with documentation, or any other Federal Officer traveling on business.
  - b. Seat Baggage
    - 1) When determined acceptable by USA 3000 Airlines, an item of baggage may occupy a seat, providing the passenger 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.

**CLAIMS RESTRICTIONS, INCLUDING TIME PERIODS IN WHICH PASSENGERS MUST FILE A CLAIM OR BRING ACTION AGAINST THE AIR CARRIER**

- A. No claim for loss, damage, or delay in delivery of baggage, or personal injury or death of a passenger will be entertained by USA 3000 Airlines unless preliminary notice of the claim is presented to an office of the carrier within four (4) hours after occurrence of the event giving rise to the claim. For claims involving international travel, a written claim must be submitted within seven (7) days of the loss. Failure to give notice within these time limits will not bar the claim if the claimant establishes, to the satisfaction of the carrier, that he/she was unable, in whole or in part, to file such claim.
- B. Any legal action premised on or related to the incident must be commenced within one (1) year of the date of the incident. If notice is not provided as set forth above and legal action is not commenced within one (1) year of the date of the incident, then USA 3000 Airlines disclaims any and all liability arising from or relating to such incident.

**RULES ON RECONFIRMATION OF RESERVATIONS, CHECK IN TIMES, AND REFUSAL TO CARRY****A. CONFIRMED SEATS**

1. A passenger with a valid confirmation number reflecting reservations for a specific flight and date on USA 3000 Airlines is considered confirmed unless the reservation was canceled due to one of the reasons indicated below.

**B. CANCELLATION OF RESERVATIONS**

1. All reservations are subject to cancellation without notice:
  - a. If the passenger is not present at the boarding gate at least ten (10) minutes prior to original scheduled departure time of the flight.
  - b. If the passenger fails to occupy a reserved seat (for example, a no-show).
  - c. 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 advisable by reason of weather or other conditions beyond USA 3000 Airlines control.

- d. If USA 3000 Airlines refuses to transport the passenger for any of the reasons stated above, the passenger will not be eligible for denied boarding compensation. Cancellation may apply to all segments in the itinerary.
- e. USA 3000 Airlines does not guarantee to provide any particular seat on the aircraft that has not been pre-purchased.

### C. REFUSAL TO TRANSPORT

1. USA 3000 Airlines may refuse to transport or may remove from any flight any passenger for one or several reasons, including but not limited to the following:
  - a. Compliance with applicable government rules, regulations, requirements, or government requisition of space.
  - b. Action necessary or advisable due to weather or other conditions beyond the control of USA 3000 Airlines.
  - c. Refusal by a passenger to permit a search of personal property for explosives, deadly weapons, controlled substances, or dangerous articles.
  - d. Refusal by a passenger to produce positive identification upon request.
  - e. Passenger's physical or mental condition is such that, in USA 3000 Airlines sole opinion, passenger is rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant. Passenger may be accepted provided advance notice is given and an accompanying attendant is responsible for caring for the passenger enroute.
  - f. Acquisition of a ticket at any time in violation of USA 3000 Airlines rules or regulations and/or through the unauthorized use of a credit card.
  - g. If a passenger's conduct is disorderly, abusive or violent, or the passenger:
    - 1) Appears to be intoxicated or under the influence of drugs.
    - 2) Attempts to interfere with any member of the flight crew.
    - 3) Refuses to obey instructions from any flight crewmember.
    - 4) Has a communicable disease that has been determined by a federal public health authority to be transmissible to other persons in the normal course of flight.
    - 5) Has an offensive odor not caused by a disability or illness.
    - 6) Is barefoot, or is clothed in a manner that would cause discomfort or offense to other passengers.
    - 7) Is unable to sit in a seat with the seat belt fastened.
    - 8) Engages in any action, voluntary or involuntary, that might jeopardize the safety of the aircraft or any of its occupants.
  - h. A passenger who wears or has on or about their person concealed or unconcealed dangerous weapons. USA 3000 Airlines will carry a passenger who meets the qualifications and conditions established by Federal Aviation Regulations.
  - i. A passenger who requires constant oxygen or other life support equipment.

- j. Pregnant women are accepted on USA 3000 Airlines provided that the pregnancy has not passed the thirty-sixth (36) week. In the case of an expectant mother who has passed the thirty-sixth (36) week stage of pregnancy, prior notification including doctor's certificate stating the stage of pregnancy and the woman's fitness to travel by air must be given to the airline.
- k. An infant aged seven (7) days or less, or an infant requiring an incubator or other life support systems.

#### **D. ACCEPTANCE OF CHILDREN**

1. Accompanied Children: Infants aged eight (8) days or older through children 11 years of age will be accepted for transportation when accompanied by a passenger at least 12 years of age. Infants under 7 days will not be accepted for transportation under any circumstances.
2. Infants: One infant under two (2) years of age, not occupying a seat and accompanied by a passenger at least twelve (12) years of age, will be transported without charge on domestic flights. One infant under two (2) years of age, not occupying a seat and accompanied by a passenger at least eighteen (18) years of age, will be transported without charge on international flights.
3. Unaccompanied Children: Unaccompanied children under 5 years of age will not be accepted under any circumstances.
4. Unaccompanied Minors may not travel internationally on any USA 3000 Airlines flight. Minors (under the age of 18) traveling internationally must arrive and depart on the same itinerary as the accompanying adult (Parents, Guardian, or other adult with proper documentation). An Unaccompanied Minor is defined as a child at least 5 years of age but less than 12 years of age who is not accompanied by a customer 12 years of age or older. Children under the age of 5 may not travel unaccompanied on any USA 3000 Airlines flight. Children over the age of 5 but under the age of 12 may travel unaccompanied only on flights that carry them nonstop or on the same plane directly to their ultimate destination. Proof of age may be required, so be sure to bring to the airport a copy of the child's birth certificate. The child must be accompanied by a parent or responsible adult until the child is boarded on the flight and the flight departs. The child must be met at the destination by another parent or responsible adult. Specific information may be obtained through USA 3000 Airlines Reservations, or any USA 3000 Airlines ticket office.
5. Unaccompanied minors eligible for travel on USA3000 will be charged a fee of \$50 one-way on nonstop and direct flight.

#### **E. SMOKING (FAR 121.317): SMOKING IS PROHIBITED ON ALL USA 3000 AIRLINES FLIGHTS.**

#### **F. TRAINED ASSIST SERVICE ANIMALS**

1. USA 3000 Airlines accepts for transportation, without charge, service animals trained in special assistance to the disabled, dogs trained in search and rescue functions, and dogs trained to detect explosives. The trained service animals, when properly harnessed, will be permitted to accompany passengers (handlers) in the cabin, but may not occupy a seat or block access to the aisle.

#### **G. USE OF RADIOS / TVs ONBOARD AIRCRAFT**

1. Radios, TV receivers, cellphones and BlackBerry's cannot be used onboard aircraft because of the aircraft's electronic navigation equipment.

**H. FARES**

1. General: The price of transportation shall be disclosed at time of confirmation; however, fares are subject to change without notice.
2. Currency: All fares and charges are stated in United States dollars (USD).
3. Fare Changes: Fare prices are subject to change without notice. Fare prices are fixed and a contract formed at the time of purchase. In the event fare prices fluctuate subsequent to ticket purchase, customers will not be credited or debited for any change in fair prices.

**I. ROUTING**

1. A fare applies only to transportation via the intermediate cities specified by USA 3000 Airlines in reference to that fare. Any other routing may subject the passenger to an additional charge. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

**J. REFUNDS**

1. USA 3000 Airlines refund policy will be in accordance with the type of ticket purchased and its restrictions.
  - a. Voluntary Refunds
    - 1) USA 3000 Airlines asks that if you cannot make your flight, you make a change to your flight no later than 8pm of the day prior to your departure. Travelers not making that change or not showing up for their purchased flight will forfeit that flight segment value. The remaining flight segments will be available for travel or cancellation to a voucher subject to a change fee and valid for 365 days.
    - 2) Ticket change fee - \$75 per segment for all Domestic and Bermuda flights.  
Ticket change fee - \$125 per segment for all Mexico and Caribbean flights
  - b. Involuntary Refunds
    - 1) In the event the refund is required because of USA 3000 Airlines failure to operate or refusal to transport, the following refund options will be made available to the passenger:
      - a) The total fare paid for each unused segment will be refunded; or
      - b) A credit will be established for the total fare paid for each unused segment; or
      - c) The passenger will be rebooked on another flight.

**K. DENIED BOARDING**

1. USA 3000 Airlines shall furnish passengers who are denied boarding involuntarily from flights on which they hold confirmed reserved space, a written statement explaining the terms, conditions, and limitations of denied boarding compensation and describing USA 3000 Airlines boarding priority rules and criteria, immediately after the denied boarding occurs. USA 3000 Airlines shall also furnish the statement upon request to any person at all airport ticket counter positions and at all boarding locations being used by the carrier. The statement shall read as follows:
  - a. Compensation for Denied Boarding

- 1) If you have been denied a reserved seat on USA 3000 Airlines you are probably entitled to monetary compensation. This notice explains the airline's obligations and the passenger's rights in the case of an oversold flight, in accordance with regulations of the Department of Transportation (DOT).
- b. Volunteers and Boarding Priorities
  - 1) If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until airline personnel first ask for volunteers who will give up their reservation willingly in exchange for a payment of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily in accordance with the following boarding priority of USA 3000 Airlines:
    - a) The last passenger(s) to present him/herself at the boarding gate.
    - b) Reasonable efforts will be made to accommodate disabled, elderly, or infirmed passengers needing assistance, unaccompanied children under 12 years of age and connecting passengers.
- c. Compensation of Involuntary Denied Boarding
  - 1) If a passenger is denied boarding involuntarily, the passenger is entitled to a payment of "denied boarding compensation" from the airline unless:
    - a) The passenger has not fully complied with the airline's ticketing, check-in, and reconfirmation requirements; or, the passenger is not acceptable for transportation under the airline's usual rules and practices.
    - b) The passenger is denied boarding because the flight is canceled.
    - c) The passenger is denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons.
- d. Amount of Denied Boarding Compensation
  - 1) Passengers who are eligible for denied boarding compensation must be offered a payment equal to the sum of the face values of their itinerary, with a \$400 maximum. However, if the airline cannot arrange "alternate transportation" (see below) for the passenger, the compensation is doubled (\$800 maximum). The "value" of the ticket coupon is the one-way fare for the flight shown on the coupon including any surcharge and air transportation tax, minus any applicable discount. All flight coupons including connecting flights to the passenger's final destination or first 4-hour stopover are used to compute the compensation. "Alternate transportation" is air transportation (by an airline licensed by the DOT) or other transportation used by the passenger which, at the time the arrangement is made, arrives at the passenger's next scheduled stopover (of 4 hours or longer) or final destination no later than 2 hours (for flights within U.S. points, including territories and possessions) or 4 hours (for international flights) after the passenger's originally scheduled arrival time.
- e. Method of Payment
  - 1) The airline must give each passenger who qualifies for denied boarding compensation a payment by cash or check for the amount specified above, on the day and place the involuntary denied boarding occurs. However, if the airline arranges alternate transportation for the passenger's convenience that departs before the payment can be made, the payment will be sent to the passenger within twenty-four (24) hours. The air carrier may offer free tickets in

place of cash payment. The passenger may, however, insist on the cash payment, or refuse all compensation and bring private legal action.

f. Passenger's Options

- 1) Acceptance of compensation may relieve USA 3000 Airlines from any further liability to the passenger caused by its failure to honor the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

**RIGHT OF THE AIR CARRIER AND LIMITS ON LIABILITY FOR DELAY OR FAILURE TO PERFORM SERVICE, INCLUDING SCHEDULE CHANGES, SUBSTITUTION OF ALTERNATE AIRCRAFT, AND REROUTING**

- A. USA 3000 Airlines will endeavor to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- B. The agreed stopping places are those places shown in USA 3000 Airlines timetables as scheduled stopping places on the route. USA 3000 Airlines may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown on the timetable.
- C. Schedules are subject to change without notice. USA 3000 Airlines is not responsible or liable for failure to make connections or for failure to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall USA 3000 Airlines be liable for any special, incidental or consequential damages arising from the foregoing (including the carriage of baggage) whether or not USA 3000 Airlines had knowledge that such damages might be incurred.
- D. Without limiting the generality of the foregoing, USA 3000 Airlines cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available based on the sole determination of USA 3000 Airlines.
- E. USA 3000 Airlines will not provide or reimburse passengers for expenses incurred due to delays or cancellations of flights.

**DEFINITIONS**

1. As used in this contract:

- a. "Ticket" means a paper ticket or electronic confirmation, baggage check, and accompanying notices that incorporate this Contract of Carriage.
- b. "Baggage" means such articles, effects, and other personal property as are necessary or appropriate for the passenger's wear, use, comfort, or convenience in connection with their trip, whether checked in the cargo compartment or carried in the passenger compartment of the aircraft.
- c. "Carriage" is equivalent to transportation.
- d. "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, October 12, 1929, or that Convention as amended at The Hague, September 28, 1955, whichever may be applicable.

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**USA 3000 AIRLINES****NOTICE OF INCORPORATED TERMS**

1. Air transportation is subject to the individual contract terms (including rules, regulations, tariffs, and conditions) of the transporting air carriers that are herein incorporated by reference and made part of the contract of carriage. Incorporated terms may include but are not restricted to the following:
  - a. Limits of liability for personal injury or death;
  - b. Limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation;
  - c. Claim restrictions, including time periods, in which passengers must file a claim or bring an action against the air carrier;
  - d. Rights of the air carrier to change terms of the contract;
  - e. Rules on reconfirmation of reservations, check-in times, and refusal to carry; and
  - f. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carrier or aircraft, and rerouting.
2. You can obtain additional information on items (a) through (f) above at any U.S. location where the transporting air carrier tickets are sold. You have the right to inspect the full text of each transporting air carrier's rules at its airport and city ticket offices. You also have the right, upon request, to receive free of charge the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each carrier's terms is available at any U.S. location where the air carrier's tickets are sold. If one desires further information on USA 3000 Airlines Conditions of Contract, the full text of the USA 3000 Airlines Contract of Carriage may be inspected at any USA 3000 Airlines airport or ticket office. A copy of the contract may be obtained from the following USA 3000 Airlines representative: USA 3000 Airlines Complaint Resolution Officer USA 3000 Airlines 335 Bishop Hollow Rd., Newtown Square, PA 19073.

**RIGHTS OF THE AIR CARRIER TO CHANGE TERMS OF THE CONTRACT**

- A. USA 3000 Airlines reserves the right to change or modify any of the Contract of Carriage with or without notice to the passenger. No agent, employee or representative of USA 3000 Airlines has authority to alter, modify or waive any provision of the Contract of Carriage unless authorized in writing by a corporate officer of USA 3000 Airlines.

I N T E N T I O N A L L Y   L E F T   B L A N K