



660 Barnstable Rd., Hyannis, MA 02601
1-800-CAPEAIR / 508-771-6944

AIRCRAFT CHARTER CONTRACT

Thank you for choosing Cape Air. Please review the below, completing as many open items as you are able. Once we have collected your information, we will provide to you the total contract price. At that time, to confirm your booking, sign and date this document and return to charters@capeair.com.

This contract contains the terms and conditions which apply to all those who enter a charter contract or accept transportation from Cape Air. Please provide these terms and conditions to each passenger, ensuring the terms are read and understood prior to embarkation.

CUSTOMER CONTACTS			
	Name	Phone	Email
Primary Contact			
Secondary Contact			
If not also a Passenger, please include name and cell phone contact for at least 1 Passenger: Name: _____ Phone: _____			

ITINERARY						
Date	Departure Location / Meeting Place (e.g. Airport FBO)	Local Departure Time	Arrival Location / Meeting Place (e.g. Airport FBO)	Local Arrival Time	# of Passengers	Wait time, if any, at arrival location before next segment in the itinerary
Is there anything else you need which is not addressed above?						
Check-in Time at Meeting Location required no later than min prior to scheduled departure time.						

PASSENGER INFORMATION						
Name	Weight	TSA Secure Flight Data			Passport Number and Expiration Date (if applicable)	If not all passengers on all flights, please note here which flights apply
		Date of Birth	Gender	Known Traveler or Redress #		
Do any of the passengers require a special service?						

PETS & SERVICE ANIMALS		
Please refer to our Contract of Carriage at www.capeair.com for policies regarding the carriage of all live animals.		
Pets and/or Service Animals	Approximate Weight/Size	Kennel Dimensions (if not Service Animal)
BAGGAGE Please see our Standard Baggage Allowance Policies included in this document. Our Contract of Carriage at www.capeair.com has more information regarding our Baggage Policies, including size and weight constraints of the aircraft, Restricted Articles, Assistive Devices, Claims Restrictions and other important policies. No excess charges will apply unless the passengers and baggage presented for travel exceed the capacity of the aircraft chartered for the flight(s). Although there is additional flexibility as to how many pieces are carried by each passenger based on the number of passengers onboard, it is recommended that plans to bring additional or unusually-shaped objects are disclosed below.		
Special Baggage (e.g. golf clubs)	Weight/size/number of items	Any other helpful information
ANY OTHER SPECIAL REQUESTS		

TOTAL PRICE & CANCELLATION POLICY		
Last minute changes made at the request of the Customer which are accommodated by Cape Air may be subject to additional costs and are the responsibility of the Customer. All expenses associated with the operation of the aircraft, taxes and fees are included, except for local taxes collected by the airport or other government agencies directly from departing or arriving passengers. Ground transportation or other special services are not included unless expressly noted herein.		
Invoice #	Date	Total Price (excluding wait time) \$ Quote valid until ____ / ____ / ____ or until booking is confirmed.
All Wait time will be charged based on actual accrued wait time at the rate of \$ _____ hour, rounded to the nearest quarter hour.		
Special services included in the price (if applicable):		
Payment: Full payment is due at time of booking confirmation.		
Cancellation Policy: Cancellations received less than 15 days prior to the first flight leg of the itinerary are non-refundable, subject to 100% forfeiture of the total fare and the value ineligible for use toward the purchase of future travel on Cape Air. Cancellations received 15 days or more prior to the first flight leg of the itinerary are refundable less a cancellation fee of 10% of the charter price or \$500, whichever is greater. This Contract is non-transferable. All cancellations must be submitted in writing to charters@capeair.com with copy to the Primary Cape Air Charter Contact herein.		

PRIMARY CAPE AIR CHARTER CONTACT		
Name:	Phone:	Email:

I have read, understand and agree to be bound by all terms and conditions of this Charter Contract and, with my signature, confirm the above booking.

Customer Signature _____ Date _____

Name _____

Title _____

ADDITIONAL TERMS AND CONDITIONS

PLEASE BE ON-TIME

Please arrive at your Meeting Location for each flight no later than the Check-in Time stated in this Contract. Although we strive to be flexible and accommodating, we may have other customers to serve after bringing you safely to your destination.

If the performance of the flight which is the subject of this Contract is prevented or delayed by the Customer, including but not limited to any passenger arriving later than the Check-in Time, the Customer shall be responsible for all additional costs incurred by Cape Air as a result of the delay.

If the performance of the flight which is the subject of this Contract is prevented or delayed by the Customer, including but not limited to any passenger, arriving later than 30 minutes (for water departures) or 1 hour (for land departures) after the stated Local Departure Time, Cape Air may at its

discretion and without any liability whatsoever depart as scheduled or alternatively elect to delay the flight. The Customer shall be responsible for all additional costs incurred by Cape Air as a result of the delay. If not cancelled pursuant to the rule in this Contract, all amounts paid are non-refundable.

DOCUMENTATION REQUIREMENTS

Domestic travelers (age 18 or older) may be required to present a valid government-issued photo ID, depending upon the departure airport. International travelers must have a passport and may also need a VISA or electronic travel authorization. See <https://esta.cbp.dhs.gov/esta/> for US entry requirements

SECURE FLIGHT PASSENGER DATA

Depending upon your travel itinerary, the Transportation Security Administration (TSA) may require Cape Air to collect traveler's full name, date of birth, gender and TSA-issued Redress or Known Traveler Number (if available). For more information about the Secure Flight program, please visit <https://www.tsa.gov/>

NOTICE OF INCORPORATED TERMS

By purchasing a ticket, entering a charter contract, or accepting transportation on Hyannis Air Service, Inc., d/b/a Cape Air, you agree to all of the terms and conditions of Cape Air's Contract of Carriage. The Contract is available at www.capeair.com, any Cape Air location, or by calling 1-800-CAPE-AIR (800-227-3247). Customers have the right, upon request at any location where Cape Air tickets are sold within the United States, to receive free of charge by mail or other delivery service the full text of Cape Air's Contract of Carriage. The Contract includes, among other provisions, limits on liability for personal injury or death and for loss, damage, or delay of baggage (including fragile or perishable goods), denial of carriage, refunds, carrier rights on flight delays, irregularities or schedule changes, carrier rights to change terms, check-in rules, and claims restrictions, including time limits for filing a claim or lawsuit.

If there is a term or condition herein which conflicts with a term or condition within the Contract of Carriage, the term and condition within this document applies for the purposes of the flight(s) which is(are) the subject of this Contract.

NO SHOW POLICY

Please let us know if you are unable to show for a charter flight in advance. If you do not notify us of a change in your plans, your return and/or subsequent flights will be automatically cancelled and the Cancellation Policy shall apply.

HAZARDOUS MATERIALS

The carriage of certain hazardous materials such as aerosols, fireworks and flammable liquids is forbidden. Other items such as e-cigarettes and portable electronic devices have certain restricted when carried onboard. Please refer to www.capeair.com and our Contract of Carriage for more information on items which are prohibited or restricted.

NOTICE OF INCREASED GOVERNMENT TAX OR FEE

Cape Air reserves the right to collect additional payment after a fare has been paid in full and tickets issued for any additional government taxes or fees assessed or imposed.

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention (or its predecessor, the Warsaw Convention), including its amendments, may apply to the entire journey, including any portion thereof within a country (i.e. including domestic portions of the journey). For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, and for delay of passengers and baggage.

BAGGAGE LIABILITY LIMITATIONS

For Domestic Carriage. Liability for loss, delay or damage to Checked baggage, Gate-Checked baggage, or any Baggage or Personal Item which is taken into custody by Cape Air, is limited to the fair market value at the time of the loss, damage or delay and will not exceed (except for wheelchair and other assistive devices) \$500 per Passenger. For more information about limits for connecting itineraries, please see our Contract of Carriage. Cape Air assumes no responsibility or liability for loss or damage to unchecked, Carry-on, or Carry-out baggage unless the loss or damage occurred while in the sole custody of Cape Air or was caused by the sole negligence or willful misconduct of Cape Air.

For International Carriage (including domestic portions of international journeys) covered by the Montreal Convention. Liability for loss, delay or damage to all Baggage, Checked and unchecked, is limited to 1,131 Special Drawing Rights per Passenger (see www.imf.org for current value).

For International Carriage (including domestic portions of international journeys) covered by the Warsaw Convention. Liability for loss, delay or damage to baggage is limited to approximately \$9.07 per pound (\$20.00 per kilo) up to \$640 per bag for Checked baggage (including Gate-Checked baggage) and \$400 per Passenger for unchecked baggage in the custody/control of the carrier.

Except as otherwise required, Cape Air is not liable for loss, damage, or delayed delivery of fragile, valuable, or perishable items in baggage or carried as baggage.

CUSTOMER CARE & CORPORATE INFORMATION

To share your feedback, please contact us at careteam@capeair.com. Hyannis Air Service, Inc d/b/a Cape Air's headquarters is located at 660 Barnstable Road, Hyannis, MA, 02601.

OUR AIRCRAFT

Please see www.capeair.com for more information regarding our aircraft. Cape Air aircraft are not restroom-equipped unless specified otherwise.

STANDARD BAGGAGE ALLOWANCE

Allowance	C402 and BN2		C208 Amphibian	
Carry-out or Personal Item (e.g. purse, electronic device) (e.g. 9" x 10" x 17")	▪ Maximum 36 LI	CONFIRMED	▪ Maximum 20 lbs regardless of # of bags ▪ Compact nature / Typical size for weight	CONFIRMED
Gate Checked Bag (e.g. 22" x 14" x 9" rollerboard)	▪ Maximum 45 LI and lightweight	CONFIRMED		
First Checked Bag (e.g. 30" x 20" x 12" bag)	▪ Maximum 62 LI and 50 lbs ▪ If bag is 51 - 70 lbs	CONFIRMED SPACE AVAILABLE		
Second Checked Bag	▪ Maximum 62 LI and 70 lbs	SPACE AVAILABLE		
Third Checked Bag	▪ Maximum 62 LI and 70 lbs	SPACE AVAILABLE	▪ Not Accepted	
Assistive Devices (e.g. Stroller, POC, mobility device, child safety seat)	▪ See HazMat, size, weight and regulatory requirements	CONFIRMED	▪ See HazMat, size, weight and regulatory requirements	CONFIRMED
Pet Kennel	▪ Maximum 28" x 20.5" x 20.5" ▪ 1 per aircraft (Not Accepted on BN2)	CONFIRMED	▪ Must be for a very small animal ▪ Counts toward max 20 lbs allowance	CONFIRMED
Boxes	▪ Maximum 42 LI and 50 lbs ▪ Limit of 2 per passenger	SPACE AVAILABLE	▪ Counts toward max 20 lbs allowance	CONFIRMED
Special Items (e.g. cooler, tools, golf bag)	▪ If carried in place of 1st checked bag ▪ All other circumstances	CONFIRMED SPACE AVAILABLE	▪ Not Accepted	
Exception for travel exclusively between HYA/ACK/MVY/EWB	▪ Up to 3 small bags (or items suitably secure) accepted in place of 1st checked bag ▪ Maximum 50 lbs TOTAL for all items	CONFIRMED	▪ Exception does not apply	
Not Accepted	▪ More than 3 checked bags ▪ Any item larger than 62 LI or 70 lbs ▪ Large sporting goods (e.g. bikes, kayaks) ▪ Anything in excess of max limits		▪ More than 20 lbs. in weight for all items ▪ Any item not typical size for weight ▪ Large sporting goods (e.g. bikes, kayaks) ▪ Anything in excess of max limits	

LI = length + width + height