

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

EDWARD L. MANCHUR, individually and
on behalf of others similarly situated

Plaintiff,

v.

SPIRIT AIRLINES, INC.,

Defendants.

No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, Edward L. Manchur, individually and on behalf of all others similarly situated, brings this action against Defendants Spirit Airlines, Inc. (“Spirit”), based upon personal knowledge as to his own actions and based upon the investigation of counsel regarding all other matters, complains as follows:

I. NATURE OF ACTION

1. The United States is experiencing unprecedented hardship because of the novel coronavirus COVID-19. Social distancing is the norm, individuals are required to or rationally and conservatively elect to shelter in place, unemployment is burgeoning, and the vast majority of Americans are now subject to a travel restrictions or some form of “quarantine.”

2. As a result of the foregoing, COVID-19 has particularly impacted travel, including air travel.

3. Spirit has slashed its flight schedules, resulting in thousands of flight cancellations for thousands of passengers. In addition to the difficulties these passengers are already experiencing, unconscionably, Spirit has added to these difficulties by refusing to issue monetary refunds to passengers whose flights Spirit has canceled. It does so even though all airline passengers are entitled to a refund if the airline cancels a flight, regardless of the reason the airline cancels the flight. Instead, Spirit represents as follows (on its website <https://customersupport.spirit.com/hc/en-us/articles/360006722717-COVID-19-Frequently-Asked-Questions>): *“We are not issuing refunds at this time, however, we are providing full value of your reservation in the form of a Reservation Credit good for 6 months.”*

4. The need for monetary refunds over travel vouchers is pressing during this time of crisis. Travel vouchers provide little security in this public crisis, particularly where many

individual Americans need money now to pay for basics like food and rent, not restrictive, temporary credits towards future travel which these individuals may never be able to use.

5. Reflecting the need to provide individuals with such assistance, the Coronavirus Aid, Relief, and Economic Security Act (“CARES”) is set to provide a bailout to the airlines, providing them about \$58 billion in aid. President Trump announced in press conference on April 9, 2020 that additional funding and financial aid will be provided to airlines. Despite this, Spirit refuses to comply with the law or countenance the exigent needs of its customers.

6. Spirit’s actions have financially damaged Plaintiff and the Class Members. Plaintiff’s April 9, 2020 flight was cancelled by Spirit and Spirit unilaterally re-scheduled that flight for April 7, 2020, a date that neither Plaintiff nor his guest could accommodate. Like so many other Spirit passengers, Spirit refused to issue a refund to Plaintiff, but rather sent Plaintiff an email on April 3, 2020 which states in relevant part concerning a voucher and limits for the voucher (the “Voucher Time Limits”) as follows:

“Your credit request has been processed. The details of this credit, including how it can be used, can be found below. No additional action is needed from you at this time.

Your reservation credit:

- can be booked anytime within 6 months of issue (see book by date below)
- can be used to book any flight available on our website; our schedule typically runs 6 to 9 months out; for example, a credit issued on April 1, 2020, can be used to make a booking up to September 28, 2020, for travel through November 17, 2020

- can be used for multiple bookings until the full value is used
- can be applied toward airfare, bags, seats, vacation packages, taxes, and fees
- can be redeemed by any Guest linked to this reservation”

Spirit has engaged in unfair and deceptive conduct through its policy of refusing monetary refunds, limiting and forcing customers into a rebooked flight or travel voucher instead of returning their money, and limiting the voucher to time periods that are unreasonable. Moreover, as further alleged below, Spirit has breached its so-called Contract of Carriage with its passengers. As a result, Plaintiff brings this action because Plaintiff and the Class Members did not receive refunds for Spirit-cancelled and/or unilaterally re-scheduled flights, lost the benefit of their bargain and/or suffered out-of-pocket loss, and are entitled to recover compensatory damages, trebling where permitted, and attorney’s fees and costs.

II. JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter presented by this Complaint because it is a class action arising under the Class Action Fairness Act of 2005 (“CAFA”), Pub. L. No. 109-2, 119 Stat. 4 (2005), which explicitly provides for the original jurisdiction of the Federal Courts of any class action in which any member of the Class is a citizen of a State different from any Defendant, and in which the matter in controversy exceeds in the aggregate sum of \$5,000,000.00, exclusive of interest and costs. Plaintiff alleges that the total claims of individual Class members in this action are in excess of \$5,000,000.00 in the aggregate, exclusive of interest and costs, as required by 28 U.S.C. §§ 1332(d)(2) and (6). Plaintiff is a citizen and resident of the Commonwealth of Massachusetts, whereas Spirit is a citizen of Delaware and/or Florida for purposes of diversity. Therefore, diversity of citizenship exists

under CAFA as required by 28 U.S.C. § 1332(d)(2)(A). Furthermore, Plaintiff alleges that more than two-thirds of all of the members of the proposed Class in the aggregate are citizens of a state other than Delaware and Florida, where this action is originally being filed, and that the total number of members of the proposed Class is greater than 100, pursuant to 28 U.S.C. § 1332(d)(5)(B).

8. Venue is appropriate in this District because it is where the Plaintiff resides and resided at the time of the events complained of herein and it was the departure location for Plaintiff's cancelled flight. In addition, Spirit maintains a significant business presence in Massachusetts as it conducts numerous non-stop flights in and out of Boston's Logan International Airport.

III. PARTIES AND PLAINTIFF'S FACTS

9. Plaintiff Edward L. Manchur is a citizen and resident of the Commonwealth of Massachusetts. Plaintiff is and continues to be immediately affected by the COVID-19 pandemic. As a lawyer, his services have been, since March 2020, declared by Governor Charlie Baker as "non-essential." As such, Plaintiff is urged to shelter in place. Plaintiff is prohibited from being in crowds of more than 10 people. Despite being entitled to a refund for his cancelled flight, Spirit has refused to provide Plaintiff a refund.

10. Defendant Spirit Airlines, Inc. is a Delaware corporation authorized to do business in Florida as a foreign corporation with a principal place of business at 2800 Executive Way, Miramar, FL 33025.

11. On March 4, 2020, Plaintiff purchased two tickets on a Spirit Airlines flight for domestic travel to occur on April 9, 2020 for travel from Boston, Massachusetts to Ft. Myers, Florida. Spirit ultimately cancelled his flight and gave notice to Plaintiff by email on March 20, 2020 that it had re-booked him and his guest on a flight *two days prior* to his originally scheduled flight—

i.e., on April 7, 2020. Plaintiff was unable to accommodate this flight change and requested a refund. Instead, Plaintiff was informed by Spirit on March 20, 2020 that he had been issued a credit (a voucher) for travel on a future Spirit flight.

12. Plaintiff paid \$ 224.78 (inclusive of all fees and taxes) to purchase his tickets.

13. At the time of his ticket purchase, Plaintiff understood and believed that he would be entitled to a refund if his flight was cancelled or re-booked by Spirit and Plaintiff was actually deceived by Spirit regarding his right to a refund and his options following his Spirit cancelled flights. Plaintiff requested a cash refund from Spirit but was offered a credit instead.

14. In addition, as further alleged below in paragraphs 33-43, Spirit's Contract of Carriage ("Contract of Carriage") mandates refunds, not credits, in the situation where Spirit initiates a cancellation of a passenger's flight without re-booking the passenger or initiates a re-booking of a passenger's flight *other than* on the next "flight on which seats are available to the guest's original destination...".

IV. FACTS

A. Background.

15. Spirit Airlines is an ultra-low cost, low-fare airline which operates scheduled flights throughout the United States, as well as the to the Caribbean, Mexico, Latin America and South America. In 2018, they had the second highest revenue share in the world.

16. Spirit sells its airline seat inventory and fares through Spirit's direct channels (including through its website(s) and the company's mobile applications) and through traditional travel agencies and online travel agencies. With each ticket sale, Spirit collects passenger identification information, including name, address, and telephone information.

17. But regardless of the method by which Spirit sells its tickets, Spirit has engaged in unfair, deceptive, and unjust conduct and breached its Contract of Carriage agreement; namely, it is refusing to issue refunds to passengers for coronavirus related flight cancellations and re-bookings that are initiated by Spirit.

B. The Novel Coronavirus Shutdowns and Spirit's Resulting Flight Cancellations.

18. On December 31, 2019, governmental entities in Wuhan, China confirmed that health authorities were treating dozens of cases of a mysterious, pneumonia-like illness. Days later, researchers in China identified a new virus that had infected dozens of people in Asia, subsequently identified and referred to as the novel coronavirus, or COVID-19. By January 21, 2020, officials in the United States were confirming the first known domestic infections of COVID-19.

19. Due to an influx of thousands of new cases in China, on January 30, 2020, the World Health Organization officially declared COVID-19 as a “public health emergency of international concern.”

20. On January 31, 2020, the U.S. State Department warned travelers to avoid traveling to China, the U.S. federal government restricted travel from China, thus beginning travel restrictions affecting passengers ticketed on domestic and international air travel to and from the United States.

21. By February 29, 2020, COVID-19 restrictions continued to spread across the globe. As the number of global cases rose to nearly 87,000, the U.S. federal government issued its highest-level warning, known as a “do not travel” warning, for areas in Italy and South Korea that were at that time the most affected by the virus. The government also banned all travel to Iran and barred entry to any foreign citizen who had visited Iran in the previous 14 days.

22. On March 11, 2020, the World Health Organization declared COVID-19 a pandemic. That same day, American officials announced yet another travel ban expansion, this time blocking most visitors from continental Europe to the United States.

23. Travel restrictions domestically began on March 16, 2020, with seven counties in the San Francisco, California area announcing shelter-in-place orders. Other states, counties, and municipalities have followed the shelter-in-place orders and as of the drafting of this Class Action Complaint, all states and the District of Columbia and several U.S. possessions have declared a state of emergency and its residents have been urged or ordered to stay home.

24. As the restrictions expanded and virus fears mounted, Spirit cancelled flights in the United States because of the spreading impact of the coronavirus.

25. In response to the CDC travel advisory, Spirit announced in early April, 2020 that it was temporarily suspending all flights to/from New York (LGA), Newark (EWR), Hartford (BDL), Niagara Falls (IAG), and Plattsburgh (PBG). Spirit also announced that it will only operate 28 routes through May 2, 2020: including, Chicago to/from Denver, Ft. Lauderdale, Ft. Myers, Houston, Las Vegas, and Los Angeles; Dallas to/from Detroit, Los Angeles, Orlando, and Phoenix; Detroit to/from Atlanta, Houston, Las Vegas, Los Angeles, Orlando, and Tampa; Ft. Lauderdale to/from Boston, Houston, New Orleans, Philadelphia, and San Juan; Las Vegas to/from Houston, San Diego, and Seattle; and Orlando to/from Atlantic City, Baltimore, Philadelphia, and San Juan.

26. Ultimately, Spirit cancelled other flights, including Plaintiff's flight.

C. Spirit's Refusal Of Passenger Refunds On Cancelled Flights.

27. As Spirit announced flight cancellations (combined with decreased domestic bookings), Spirit took a variety of steps to make it impossible for consumers to receive

any refund on pandemic cancelled flights. Spirit wanted to retain the money paid to Spirit, given the severe economic losses it was incurring related to pandemic flight cancellations. It does so despite consumers' right to receive a refund for unused transportation of its ticket in the circumstances complained of herein.

28. Spirit's efforts to refuse and deny customers refunds contradicts established transportation requirements that operate for the benefit and protection of airline consumers (and, as alleged below) its own Contract of Carriage.

29. As the Department of Transportation advises consumers of their rights: "If your flight is cancelled and you choose to cancel your trip as a result, you are entitled to a refund for the unused transportation—even for non-refundable tickets. You are also entitled to a refund for any bag fee that you paid, and any extras you may have purchased, such as a seat assignment."¹

30. Put another way, "[a] passenger is entitled to a refund if the airline cancelled a flight, regardless of the reason, and the passenger chooses not to be rebooked on a new flight on that airline."²

31. Passengers are similarly entitled to a refund if an airline makes "a significant schedule change and/or significantly delays a flight and the passenger chooses not to travel."³

¹ <https://www.transportation.gov/individuals/aviation-consumer-protection/flight-delayscancellations>

² <https://www.transportation.gov/individuals/aviation-consumer-protection/refunds>

³ *Id.*

An increasing number of complaints has led the U.S. Department of Transportation to disclose on April 3, 2020 that it “is receiving an increasing number of complaints and inquiries from ticketed passengers, including many with non-refundable tickets, who describe having been denied refunds for flights that were cancelled or significantly delayed.” The Department reminded carriers, including Spirit, of their “longstanding obligation to provide a prompt refund to a ticketed passenger when the carrier cancels the passenger’s flight or makes a significant change in the flight schedule and the passenger chooses not to accept the alternative offered by the carrier.”⁴⁵ As numerous customers complained about the unlawful refund practice by Spirit and other airlines, the DOT issued an Enforcement Notice Regarding Refunds by Carriers Given the Unprecedented Impact of the COVID-19 Public Health Emergency on Air Travel (“DOT Notice”). The DOT Notice provides that the airlines must refund tickets if they cancel flights due to the novel coronavirus:

The U.S. Department of Transportation’s Office of Aviation Enforcement and Proceedings (Aviation Enforcement Office), a unit within the Office of the General Counsel, is issuing this notice to remind the traveling public, and U.S. and foreign carriers, operating at least one aircraft having a seating capacity of 30 or more seats, that passengers should be ***refunded promptly*** when their scheduled flights are cancelled or significantly delayed. Airlines have long provided such refunds, including during periods when air travel has been disrupted on a large scale, such as the aftermath of the September 11, 2001 attacks, Hurricane Katrina, and presidentially declared natural disasters. Although the COVID-19 public health emergency has had an unprecedented impact on air travel, ***the airlines’ obligation to refund passengers for cancelled or significantly delayed flights remains unchanged.***

The Department is receiving an increasing number of complaints and inquiries from ticketed passengers, including many with non-refundable tickets, who describe having been denied refunds for flights that were cancelled or significantly delayed. In many of these cases, the passengers stated that the carrier informed them that they would receive vouchers or credits for future

⁴ <https://www.transportation.gov/sites/dot.gov/files/2020->

⁵ /Enforcement%20Notice%20Final%20April%202020_0.pdf

travel. But many airlines are dramatically reducing their travel schedules in the wake of the COVID-19 public health emergency. As a result, passengers are left with cancelled or significantly delayed flights and vouchers and credits for future travel that are not readily usable. *Carriers have a longstanding obligation to provide a prompt refund to a ticketed passenger when the carrier cancels the passenger's flight or makes a significant change in the flight schedule and the passenger chooses not to accept the alternative offered by the carrier. The longstanding obligation of carriers to provide refunds for flights that carriers cancel or significantly delay does not cease when the flight disruptions are outside of the carrier's control (e.g., a result of government restrictions). The focus is not on whether the flight disruptions are within or outside the carrier's control, but rather on the fact that the cancellation is through no fault of the passenger.* Accordingly, the Department continues to view any contract of carriage provision or airline policy that purports to deny refunds to passengers when the carrier cancels a flight, makes a significant schedule change, or significantly delays a flight to be a violation of the carriers' obligation that could subject the carrier to an enforcement action.¹

(emphasis added).

32. Spirit not only has a moral responsibility to provide real refunds (particularly in light of the substantial bailout it received from American taxpayers, including Plaintiff and the Class Members), it has a legal obligation to do so, including a contractual obligation to do so.

Spirit's Contract of Carriage

33. Every Spirit passenger air travel ticket incorporates by reference (including in some cases by hyperlink) and is governed by Spirit's Contract of Carriage, which includes Spirit's Guest Service Plan. *See* Exhibit A.

34. The Contract of Carriage is currently posted on Spirit's website at https://content.spirit.com/Shared/en-us/Documents/Contract_of_Carriage.pdf.

35. Article 10 of Spirit's Contract of Carriage governs refunds, including "Voluntary" and "Involuntary" refunds. The Contract's Involuntary refund terms apply when "Spirit is

unable to provide a previously confirmed seat and is unable to reroute the guest via Spirit.”
Contract of Carriage Art. 10.2.

36. More specifically, the Contract of Carriage provides that “Guests involved in a Spirit Airlines cancellation or delay in excess of two (2) hours will have three (3) options available to them: 1) re-accommodation, 2) a credit for future travel, or 3) a refund.”
Contract of Carriage Art. 10.2.3.

37. If no portion of the reservation has been used, “the refund will be equal to the fare paid by the guest.” Contract of Carriage 10.2.1. If a portion of the reservation has been used, “the refund will be equal to the amount of the unused portion.” Contract of Carriage 10.2.2.

38. The Contract of Carriage at 8.2 also provides for refunds where Spirit is unable to rebook a passenger “on Spirit’s first flight on which seats are available to the guest’s original destination...”. Specifically, in that event, 8.2 provides that, “[g]uests...have the option to obtain a refund consistent with section 10.2.3.”

39. These involuntary refund terms include no exceptions or limitations based on the reason for Spirit’s cancellation or failure to rebook on the Spirit’s next flight following a cancellation.

40. Rather, by the terms of the Contract of Carriage, when Spirit cancels a flight—regardless of reason (and cannot rebook on the next available Spirit flight)—passengers who had tickets on the cancelled flight have the option of receiving re-accommodation, a credit for future travel, *or a refund.*

41. In addition, Spirit’s Guest Service Plan, which is incorporated as Article 15 of Spirit’s Contract of Carriage, provides that Spirit will “Provide prompt reservation

refunds.” Specifically, “[f]or guests due a refund, who purchased their reservations (including any charges associated with the fare) with a credit card, Spirit will process the credit within seven (7) business days.” Contract of Carriage Art. 15.5.

42. Upon information and belief, the terms of the Refund and Guest Service Plan Articles of Spirit’s Contract of Carriage have been substantively identical from at least May 2016 and through April 2020.

43. Here, Plaintiff was not given the choice of being transported on the next available flight at no additional charge. His flight was cancelled and there was no alternative “next” flight offered to him. Thus, pursuant to the terms of the Contract of Carriage, Plaintiff is entitled to a refund in U.S. Dollars to his original form of payment.

V. CLASS ACTION ALLEGATIONS

44. Plaintiff sues under Rule 23(a), (b)(2) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of himself and a Class defined as follows:

All persons in the United States that purchased tickets for travel on Spirit Airlines flights scheduled to operate to, from, or within the United States from March 1, 2020 to the date a class certification order is issued in this action, whose flight(s) were cancelled by Spirit, and who were not provided a refund.

Excluded from the Class are Spirit, any entity in which Spirit has a controlling interest, and Spirit’s legal representatives, predecessors, successors, assigns, and employees. Further excluded from the Class is this Court and its employees. Plaintiff reserves the right to modify or amend the Class definition, as appropriate, during this litigation.

45. The definition of the Class is unambiguous. Plaintiff is a member of the Class he seeks to represent. Class Members can be notified of the class action through ticketing

contact information and/or address lists maintained in the usual course of business by Spirit.

46. Class Members are so numerous and geographically dispersed that their individual joinder of all Class Members is impracticable. The precise number of Class members is unknown to Plaintiff but may be ascertained from Spirit's records. Given the hundreds or even thousands of flight cancellations made by Spirit, that number greatly exceeds the number to make joinder possible. Class Members may be notified of the pendency of this action by recognized, Court approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

47. Spirit has acted or refused to act on grounds generally applicable to Plaintiff and the Class Members, making appropriate final injunctive relief and declaratory relief regarding the Class.

48. Additionally, common questions of law and fact predominate over the questions affecting only individual Class Members. Some of the common legal and factual questions include:

- a. Whether Spirit engaged in the conduct alleged;
- b. Whether Spirit has a policy and/or procedure of denying refunds to Class Members for cancelled flights;
- c. Whether Spirit's policy or procedure of denying refunds to passengers on cancelled flights is unfair, deceptive, and/or misleading;
- d. Whether Florida law applies to the nationwide class;
- e. Whether Spirit violated consumer protection statutes and/or false advertising statutes and/or state deceptive business practices statutes;

- f. Whether Spirit violated the common law of unjust enrichment;
- g. Whether Spirit converted Plaintiff and the Class Members refunds and/or rights to refunds;
- h. Whether Spirit breached its obligations to Plaintiff and Class Members under its Contract of Carriage; and
- i. The nature and extent of damages and other remedies to which the conduct of Spirit entitles the Class Members.

49. Spirit engaged in a common course of conduct giving rise to the legal rights sought to be enforced by the Class Members. Similar or identical statutory and common law violations and deceptive business practices are involved. Individual questions pale by comparison to the numerous common questions that predominate.

50. The injuries sustained by the Class Members flow, in each instance, from a common nucleus of operative facts—Spirit’s misconduct. In each case Spirit has cancelled flights yet denied refunds to Class Members for such cancelled flights.

51. The Class Members have been damaged by Spirit’s misconduct through Spirit’s practice of cancelling flights yet denying refunds to Class Members for such cancelled flights.

52. Plaintiff’s claims are typical of the claims of the other Class Members. Plaintiff paid for airline tickets and was actually deceived.

53. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff is familiar with the basic facts that form the bases of the Class Members’ claims. Plaintiff’s interests do not conflict with the interests of the other Class

Members he seeks to represent. Plaintiff has retained counsel competent and experienced in class action litigation and intends to prosecute this action vigorously. Plaintiff's counsel has successfully prosecuted complex class actions, including consumer protection class actions. Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class Members.

54. The class action device is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and the Class Members. The relief sought per individual members of the Class is small given the burden and expense of individual prosecution of the potentially extensive litigation necessitated by the conduct of Spirit. It would be virtually impossible for the Class Members to seek redress individually. Even if the Class Members themselves could afford such individual litigation, the court system could not.

55. Individual litigation of the legal and factual issues raised by the conduct of Spirit would increase delay and expense to all parties and to the court system. The class action device presents far fewer management difficulties and provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive supervision by a single court. Given the similar nature of the Class Members' claims and the absence of material differences in the state statutes and common laws upon which the Class Members' claims are based, a nationwide Class will be easily managed by the Court and the parties.

VI. CAUSES OF ACTION

COUNT I

UNJUST ENRICHMENT

56. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein.

57. At all times relevant hereto, Spirit sold Plaintiff and the members of the Class airline tickets for travel to, from, and within the United States.

58. Spirit has benefitted from its unlawful acts by receiving payments for the sale of tickets on cancelled flights, though Spirit has no right to deny Plaintiff and the Class Members refunds for tickets purchased on Spirit cancelled flights.

59. Plaintiff and members of the Class conferred upon Spirit a benefit in the form of money for tickets on specific flights. In paying for such flights, Plaintiff and the Class Members conferred benefits that were non-gratuitous.

60. Spirit appreciated or knew of the non-gratuitous benefits conferred upon it by Plaintiff and members of the Class.

61. Spirit accepted or retained the non-gratuitous benefits conferred by Plaintiff and members of the Class, with full knowledge and awareness that, because of Spirit's unconscionable wrongdoing, Plaintiff and members of the Class are entitled to refunds for cancelled flights. Retaining the non-gratuitous benefits conferred upon Spirit by Plaintiff and members of the Class under these circumstances made Spirit's retention of the non-gratuitous benefits unjust and inequitable.

62. Because Spirit's retention of the non-gratuitous benefits conferred by Plaintiff and members of the Class is unjust and inequitable, Plaintiff and members of the Class are entitled to, and seek disgorgement and restitution of their Spirit's wrongful profits, ticket revenue on Spirit cancelled flights, and benefits in a manner established by the Court.

COUNT II

CONVERSION

63. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein.

64. Plaintiff and the other members of the Class have an undisputed right to immediate refunds in lieu of rebookings and/or travel vouchers for their purchase of tickets on flights cancelled by Spirit.

65. Spirit wrongfully exercised control over and/or intentionally interfered with the rights of Plaintiff and members of the Class by limiting passengers on Spirit cancelled flights to either a rebooked flight or a travel voucher. All the while Spirit unlawfully retained the monies Plaintiff and the Class Members paid for tickets on Spirit cancelled flights.

66. Spirit deprived Plaintiff and the other members of the Class the value they paid for tickets on Spirit cancelled flights as well as their right for a refund.

67. Plaintiff and members of the Class have requested and/or demanded or could by law demand that Spirit issue refunds for Spirit cancelled flights.

68. This interference with the rights and services for which Plaintiff and members of the Class paid damaged Plaintiff and the members of the Class, in

that they purchased tickets and, as such, Spirit has deprived Plaintiff and members of the Class of the right to their property, in this case, the amounts paid for tickets on cancelled flights.

69. Plaintiff and members of the Class may exercise their right to full refunds of all amounts paid for tickets on Spirit cancelled flights.

COUNT III

BREACH OF CONTRACT

70. Plaintiff realleges and reincorporates its allegations in paragraphs 1 through 89 above as if fully set forth herein.

71. This claim for breach of contract damages or, in the alternative, specific performance of the contract's refund terms, is based on Defendant's breaches of its Contract of Carriage, including its Guest Service Plan (the "Contract").

72. Plaintiff, along with all putative class members, entered into a Contract with Defendant for provision of air travel in exchange for payment. This Contract was drafted by Defendant.

73. Plaintiff, and all putative class members performed under the Contract, specifically, by tendering payment for the airline tickets to Defendant and complied with all conditions precedent under the Contract.

74. Due to Defendant's cancellation of their flights, Plaintiff, and all putative class members cannot use their airline tickets through no fault of their own and they are not getting the benefit of their bargain with Defendant.

75. Under the terms of the Contract of Carriage drafted by Defendant, Plaintiff and putative class members are entitled to refunds because Spirit cancelled their

flights. Contract of Carriage Art. 10. By failing to provide refunds, Spirit has breached its Contract of Carriage.

76. Spirit has further breached its Contract of Carriage by failing to provide refunds within seven days for cancelled tickets purchased with credit cards. Contract of Carriage Art. 15.5.

77. As a result of Defendant's breaches of contract, Plaintiff and the putative class members have incurred damages in an amount to be proven at trial.

COUNT IV

VIOLATION OF THE FLORIDA CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

78. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein.

79. At all times, the Florida Consumer Fraud and Deceptive Business Practices Act

("Consumer Fraud Act") has prohibited consumer fraud in trade or commerce:

501.204 Unlawful acts and practices.

(1) Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

(2) It is the intent of the Legislature that, in construing subsection (1), due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to s. 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. s. 45(a)(1) as of July 1, 2006.

80. Pursuant to the Consumer Fraud Act, Spirit had a statutory duty to refrain from unfair or deceptive acts or practices in the sale of airline tickets to Plaintiff

and the proposed Class Members and in handling refunds otherwise due to Plaintiff and the Class Members.

81. Spirit intended that Plaintiff and the proposed Class Members rely on its material statements and omissions and unfair or deceptive acts regarding its refunds of airline tickets due to the unfair or deceptive acts or practices, including Spirit's unfair conduct, misrepresentations, and omissions of material fact regarding the ticket refunds; namely:

- a. Spirit's representations that passengers could only obtain a voucher or rebooking for a cancelled flight;
- b. Spirit's policies of limiting class members to travel vouchers and/or rebookings in lieu of refunds was deceptive, unfair, and unlawful; and
- c. Spirit committed unlawful acts by promoting, advertising, and selling airline tickets in a manner that violated passengers' rights to refunds.

82. Spirit's unfair practice, deceptive representations, and material omissions to Plaintiff and the proposed Class Members were, and are, unfair and deceptive acts and practices.

83. Spirit's unfair and deceptive acts and practices occurred while conducting trade or commerce.

84. Spirit engaged in wrongful conduct while at the same time obtaining, under false pretenses, and retaining significant sums of money from Plaintiff and the proposed Class Members.

85. Plaintiff and members of the Class were actually deceived by Spirit's misrepresentations and/or omissions of material fact.

86. As a proximate result of the Spirit's misrepresentations and/or omissions of material fact, Plaintiff and the proposed Class Members were damaged and have suffered an ascertainable loss, in an amount to be determined at trial, including but not limited to amounts for tickets on Spirit-cancelled flights.

COUNT V

ALTERNATIVE COUNT FOR VIOLATIONS OF STATE CONSUMER PROTECTION ACTS

87. Plaintiff restates and re-alleges, and incorporates herein by reference, the preceding paragraphs as if fully set forth herein and further alleges as follows:

88. Count II is brought by Plaintiff, individually and on behalf of all similarly situated residents of each of the 50 states for violations of the state consumer protection acts including (provided that Plaintiff does not presently assert a right to pursue this Count II under the statutes corresponding to the underlying footnote 6):⁶

- a. the Alaska Unfair Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.471, *et seq.*;
- b. the Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-1521, *et seq.*;
- c. the Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et seq.*;
- d. the California Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.* and 17500, *et seq.*;

⁶ Plaintiff also places Spirit on notice that he intends to amend his complaint to seek recovery for Class Members under the following statutes: Alabama Code § 8-19-10(e); Alaska Statutes § 45.50.535; California Civil Code § 1782; Georgia Code § 10-1-399; Indiana Code § 24-5-0.5-5(a); Maine Revised Statutes, Title 5 § 50-634(g); Massachusetts General Laws Chapter 93A, § 9(3); Texas Business & Commercial Code § 17.505; West Virginia Code § 46A6-106(b); and Wyoming Statutes § 40-12-109.

- e. the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*;
- f. the Colorado Consumer Protection Act, Colo. Rev. Stat. Ann. § 6-1-101, *et seq.*;
- g. the Connecticut Unfair Trade Practices Act, Conn. Gen Stat. Ann. § 42110, *et seq.*;
- h. the Delaware Consumer Fraud Act, 6 Del. Code § 2513, *et seq.*;
- i. the D.C. Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.*;

- j. the Georgia Fair Business Practices Act, Ga. Code Ann. § 10-1-390, *et seq.*;
- k. the Hawaii Unfair Competition Law, Haw. Rev. Stat. § 480-2, *et seq.*;
- l. the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 501/1, *et seq.*;
- m. the Idaho Consumer Protection Act, Idaho Code. Ann. § 48-601, *et seq.*;
- n. the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-2, *et seq.*;
- o. the Iowa Consumer Fraud Act, Iowa Code § 714.16, *et seq.*
- p. the Kansas Consumer Protection Act, Kan. Stat. Ann. § 50-623, *et seq.*;
- q. the Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et seq.*;
- r. the Louisiana Unfair Trade Practices and Consumer Protection Law, LSAR.S. 51:1401, *et seq.*;
- s. the Maine Unfair Trade Practices Act, Me. Rev. Stat. Ann. Tit. 5, § 207, *et seq.*;
- t. the Maryland Consumer Protection Act, Md. Code Ann. Com. Law, § 13-301, *et seq.*;

- v. the Massachusetts Regulation of Business Practices for Consumers Protection Act, Mass. Gen Laws Ann. Ch. 93A, *et seq.*;
- w. the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901, *et seq.*;
- x. the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F, *et seq.*;
- y. the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407, *et seq.*;
- z. the Nebraska Consumer Protection Act, Neb. Rev. St. § 59-1601, *et seq.*;
 - aa. the Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. § 41.600, *et seq.*;
 - bb. the New Hampshire Regulation of Business Practices For Consumer Protection, N.H. Rev. Stat. § 358-A:1, *et seq.*;
 - cc. the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8, *et seq.*;
 - dd. the New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, *et seq.*;
 - ee. the New York Consumer Protection from Deceptive Acts and Practices, N.Y. Gen. Bus. Law § 349, *et seq.*;
 - ff. the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen Stat. § 75-1.1, *et seq.*;
 - gg. the North Dakota Consumer Fraud Act, N.D. Cent. Code § 51-15, *et seq.*;
 - hh. the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, *et seq.*;
 - ii. the Oklahoma Consumer Protection Act, Okla. Stat. tit. 15 § 751, *et seq.*;
 - jj. the Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605,

et seq.;

- kk. the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*;
 - ll. the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.15.2(B), *et seq.*;
 - mm. the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-510, *et seq.*;
 - nn. the South Dakota Deceptive Trade Practices and Consumer Protection, S.D. Codified Laws § 37-24-1, *et seq.*;
 - oo. the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et seq.*;
 - pp. the Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Code Ann., Bus. & Con. § 17.41, *et seq.*;
 - qq. the Utah Consumer Sales Practices Act, Utah Code. Ann. § 13-11-175, *et seq.*;
 - rr. the Vermont Consumer Fraud Act, 9 V.S.A. § 2451, *et seq.*;
 - ss. the Virginia Consumer Protection Act of 1977, Va. Code Ann. § 59.1-199, *et seq.*;
 - tt. the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010, *et seq.*;
 - uu. the West Virginia Consumer Credit And Protection Act, W. Va. Code § 46A, *et seq.*;
 - vv. the Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18, *et seq.*; and
 - ww. the Wyoming Consumer Protection Act, Wyo. Stat. Ann. § 40-12-101, *et seq.*
88. The unfair and deceptive practices engaged in by Spirit described above, occurring in the course of conduct involving trade or commerce, constitute unfair

methods of competition and unfair or deceptive acts or practices within the meaning of each of the above- enumerated statutes.

89. Spirit's acts and practices were unfair and created a likelihood of confusion or misunderstanding and misled, deceived, or damaged Plaintiff and members of the Class in connection with the sale and refunds of airline tickets. Spirit's conduct also constituted the use or employment of deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of a material fact with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of goods or services, whether or not a person has in fact been misled, deceived, or damaged in violation of each of the above-enumerated statutes.

90. Plaintiff, on behalf of himself and the Class Members, seek monetary damages, treble damages, and such other and further relief as set forth in each of the above-enumerated statutes.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Class Members request that the Court enter an order or judgment against Defendants including:

- A. Certification of the action as a Class Action under Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure, and appointment of Plaintiff as Class Representative and his counsel of record as Class Counsel;
- B. Damages in the amount of unrefunded monies paid for Spirit airline tickets;

- C. Actual damages, statutory damages, punitive or treble damages, and such other relief as provided by the statutes cited;
- D. Pre-judgment and post-judgment interest on such monetary relief;
- E. Other appropriate injunctive relief as permitted by law or equity, including an order enjoining Spirit from retaining refunds for Spirit cancelled flights;
- F. The costs of bringing this suit, including reasonable attorney's fees; and
- G. All other relief to which Plaintiff and members of the Class may be entitled by law or in equity.

JURY DEMAND

Plaintiff demands trial by jury on his own behalf and on behalf of Class Members.

Dated: April 21, 2020

Respectfully submitted,

Michael A. Borrelli, Esq.
Michael A. Borrelli
(BBO # 634352)
806 Fox Run
Middleboro, MA 02346
Tel: (781) 983-7983
lawyer2@earthlink.net

*Attorney for Plaintiff, individually and on behalf of
all others similarly situated.*

EXHIBIT A

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Edward L. Manchera
individually and on behalf of all others
 (b) County of Residence of First Listed Plaintiff Essex (MA)
similarly situated EXCEPT IN U.S. PLAINTIFF CASES
 (c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS Spirit Airlines, Inc.
 County of Residence of First Listed Defendant Dade (FL)
 (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
 Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) [Click here for: Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332(a)(2) and (c)
 Brief description of cause:
Unlawful withholding and retention of customer funds

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 4-21-2020 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY: RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Edward L. Mauchur, et al. v. Spirit Airlines, Inc.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 400, 410, 441, 535, 830*, 835*, 850, 891, 893, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 110, 130, 190, 196, 370, 375, 376, 440, 442, 443, 445, 446, 448, 470, 751, 820*, 840*, 895, 896, 899.
- III. 120, 140, 150, 151, 152, 153, 195, 210, 220, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 367, 368, 371, 380, 385, 422, 423, 430, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 560, 625, 690, 710, 720, 740, 790, 791, 861-865, 870, 871, 890, 950.

*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?
YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28, USC, §2284?

YES NO

7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division Central Division Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Michael Borrelli (BBO # 634352)
ADDRESS 806 Fox Run Middleboro, MA 02346
TELEPHONE NO. (781) 983-7983

spirit[™]

**CONTRACT OF CARRIAGE
INCLUDES GUEST SERVICE PLAN &
TARMAC DELAY PLAN**

UPDATED AS OF APRIL 4, 2020

TABLE OF CONTENTS

1.	DEFINITIONS	3
2.	RESERVATIONS	4
2.1	CONFIRMED RESERVATIONS	4
2.2	REFUSAL TO SELL TRANSPORTATION	4
2.3	CHECK-IN	4
2.4	CANCELLATION OF RESERVATIONS	5
3.	FARES	6
3.1	GENERAL.....	6
3.2	CURRENCY/METHOD OF PAYMENT.....	6
3.3	GUEST INITIATED MODIFICATIONS.....	6
3.4	ROUTING.....	7
3.5	CHILDREN'S FARE.....	7
4.	ACCEPTANCE/REFUSAL OF GUESTS	7
4.1	IDENTIFICATION	7
4.2	TRAVEL REQUIREMENTS AND DOCUMENTATION	7
4.3	CONDUCT/CONDITION.....	8
4.4	REFUSAL TO TRANSPORT	9
4.5	PRISONERS	9
4.6	CUSTOMERS WITH DISABILITIES	9
4.7	COMMUNICABLE DISEASE.....	10
4.8	RESPIRATORY ASSISTIVE DEVICES/PORTABLE OXYGEN CONCENTRATORS (POC).....	10
4.9	PREGNANCY.....	11
4.10	GUESTS OF SIZE	11
4.11	SEATS	11
5.	ACCEPTANCE OF CHILDREN	12
5.1	ACCOMPANIED CHILDREN.....	12
5.2	UNACCOMPANIED CHILDREN.....	12
5.3	INFANTS.....	13
5.4	CAR SEATS.....	14
6.	ACCEPTANCE OF ANIMALS	15
6.1	GENERAL.....	15
6.2	PET ANIMALS IN CABIN	15
6.3	SERVICE ANIMALS	16
6.4	ANIMALS CHECKED AS BAGGAGE	17
7.	BAGGAGE	17
7.1	GENERAL.....	17
7.2	CARRY-ON BAGGAGE	17
7.3	CHECKED BAGGAGE.....	18
7.4	FRAGILE AND PERISHABLE ITEMS.....	21

SPIRIT AIRLINES CONTRACT OF CARRIAGE 2

7.5	CONDITIONS FOR ACCEPTANCE OF SPECIAL ITEMS	22
7.6	RESTRICTED ARTICLES	35
7.7	LIMITATIONS OF LIABILITY	36
7.8	PORTABLE ELECTRONIC DEVICES	37
8.	SCHEDULE CHANGES, DELAYED FLIGHTS AND CANCELED FLIGHTS	38
8.1	SPIRIT AIRLINES RESPONSIBILITY FOR SCHEDULES AND OPERATIONS	38
8.2	REBOOKING	38
8.3	AMENITIES/SERVICES FOR GUESTS	39
9.	DENIED BOARDING	39
9.1	VOLUNTARY	39
9.2	INVOLUNTARY	39
9.3	EXCEPTIONS TO PAYMENT OF COMPENSATION FOR DENIED BOARDING	40
9.4	DENIED BOARDING REGULATIONS	40
10.	REFUNDS	43
10.1	VOLUNTARY	43
10.2	INVOLUNTARY	43
10.3	FOREIGN CURRENCY REFUNDS.....	43
10.4	REFUND CONTACTS	43
11.	NON-REVENUE GUESTS.....	43
12.	DISCLAIMER OF CONSEQUENTIAL DAMAGES, MODIFICATIONS, AND LIMITATIONS OF LIABILITY	44
12.1	DISCLAIMER OF CONSEQUENTIAL DAMAGES.....	44
12.2	DISCLAIMER OF MODIFICATIONS	44
12.3	LIMITATIONS OF LIABILITY	44
12.4	WAIVER/MODIFICATION OF TERMS OF CONTRACT OF CARRIAGE	44
13.	CHOICE OF LAW AND VENUE.....	45
14.	SPIRIT AIRLINES TARMAC DELAY PLAN	45
15.	SPIRIT AIRLINES GUEST SERVICE PLAN.....	46
1.	<i>Offer the Lowest Available Fare</i>	<i>47</i>
2.	<i>Notify Guests of Known Delays, Cancellations and Diversions</i>	<i>47</i>
3.	<i>Deliver Baggage On Time.....</i>	<i>48</i>
4.	<i>Allow Reservations to be Held or Cancelled Without Payment.....</i>	<i>48</i>
5.	<i>Provide Prompt Ticket Refunds</i>	<i>48</i>
6.	<i>Properly Accommodate Guests with Disabilities and Other Special Needs, including during Tarmac Delays.....</i>	<i>49</i>
7.	<i>Meet Guests' Essential Needs during Lengthy On-Board Delays</i>	<i>49</i>
8.	<i>Handling Denied Boarding Guests with Fairness and Consistency in the Case of Oversales.....</i>	<i>50</i>
9.	<i>Disclose Travel Itinerary, Cancellation Policies, Frequent Flyer Rules, Aircraft Seating Configurations and Lavatory Availability.....</i>	<i>50</i>
10.	<i>Notifying Consumers in a Timely Manner of Changes in Their Travel Itineraries</i>	<i>51</i>
11.	<i>Ensure Responsiveness to Guest Complaints</i>	<i>51</i>
12.	<i>Identify the Services to Mitigate Guest Inconveniences Resulting from Cancellations and Mismatches</i>	<i>51</i>

1. DEFINITIONS

- A. **Assistive Device** means any piece of equipment that assists a guest with a disability to hear, see, communicate, maneuver, or perform other functions of daily life, and may include medical devices and medications.
- B. **Guest with Disabilities** means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.
- C. **Denied Boarding** is used in Spirit's Contract of Carriage to refer to a situation in which more guests hold confirmed reservations than there are seats available (oversold flight) for a specific flight on a specific date. In such situation, guests may be voluntarily or involuntarily denied boarding in accordance with [section 9](#) herein.
- D. **DOT** means U.S. Department of Transportation.
- E. **FAA** means U.S. Federal Aviation Administration.
- F. **IATA** means International Air Transport Association.
- G. **Montreal Convention** means the Convention for the Unification of Certain Rules for International Carriage by Air, executed in Montreal, on May 28, 1999, including any amendments thereto.
- H. **Reservation Credit(s)** (future travel/flight credit or credit shell – these terms are all interchangeable) are non-transferable and may only be used by the guest to whom it was issued. Travel using a Reservation Credit must be booked within 60 days of issuance for travel on any flight dates available in the system and shall not have any cash value.
- I. **Spirit Airlines Guest Service Plan** outlines Spirit's policies and addresses circumstances that may have an impact on our Guests' travel plans, purchase decisions or overall expectations.
- J. **Stopover** means a voluntary interruption in the guest's journey at an intermediate city that isn't the destination for longer than the time allowed for a layover.
- K. **TSA** means U.S. Transportation Security Administration.
- L. **Warsaw Convention** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, executed in Warsaw, on October 12, 1929, including any amendments thereto.

2. RESERVATIONS

2.1 Confirmed Reservations

2.1.1. Guests who have purchased a reservation through the following methods hold a confirmed reservation:

- a. Direct bookings made with Spirit Airlines via [Spirit's website \(www.spirit.com\)](http://www.spirit.com) or by contacting the Spirit Airlines Reservations Center at 801-401-2222.
- b. Travel agency or internet travel site bookings (purchased other than at [Spirit's website \(www.spirit.com\)](http://www.spirit.com)).

2.1.2. Confirmed Reservation Validity

No one shall be entitled to transportation without a confirmed reservation. Subject to any applicable limitations or restrictions set forth herein, guests with confirmed reservations will be entitled to transportation between airports of origin and destination. Confirmed reservations are valid for the dates and flights indicated in the reservation.

No reservation paid by credit card shall be considered a confirmed reservation if the transaction is not accepted by the carrier for any reason, whether or not the guest is notified that the reservation has been cancelled. Original credit card used may be requested at check-in in order to confirm the reservation.

2.2 Refusal to Sell Transportation

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

- a. Prior Misconduct – A person who has disrupted airline operations (at Spirit or other airlines), mistreated employees (of Spirit or others), or has not complied with Spirit's policies or has otherwise violated this Contract of Carriage.
- b. Misconduct – A person who has committed a fraudulent act against Spirit.

2.3 Check-In

2.3.1. Guests are required to have a boarding pass in-hand by the check-in time limit outlined in [section 2.4.1.a](#). Check-in begins at least two (2) hours prior to departure at the Spirit airport ticket counter or 24 hours prior to flight departure on [Spirit's website \(www.spirit.com\)](http://www.spirit.com) if eligible for online check-in. A Boarding Pass service charge will be applied to guests who choose to have their boarding pass printed by an agent at domestic airports except West Palm Beach, FL.

2.3.2. It is the guest's responsibility to arrive at the airport with enough time to complete check-in and security screening processes, taking into consideration travel time both to and within the applicable airport, as well as processing through the security check point.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 5

- a. For domestic flights, Spirit recommends that guests arrive at the airport at least two (2) hours prior to (original) scheduled departure.
 - b. For international flights, Spirit recommends that guests arrive at the airport at least three (3) hours prior to (original) scheduled departure.
- 2.3.3. Guests wanting to check baggage may do so at the ticket counter once airport check-in begins. Baggage will not be accepted more than four (4) hours before scheduled departure time. Baggage must be checked at the ticket counter at least 45 minutes prior to the (original) scheduled departure time for all domestic flights, and 60 minutes for all international flights including U.S.V.I. flights. Guests who present baggage after this time limit may be refused transportation. In the event that baggage is accepted after this time limit, the guest will be liable for any applicable delivery costs if the bag is not carried on the same flight as the guest.

2.4 Cancellation of Reservations

2.4.1. All reservations and seat assignments are subject to cancellation without notice if:

- a. The guest does not have a boarding pass in-hand at least 45 minutes prior to the (original) scheduled departure time for all domestic flights, and 60 minutes prior to the (original) scheduled departure time for all international flights including U.S.V.I. flights.
- b. The guest fails to make themselves available for boarding at the gate at least 15 minutes prior to (original) scheduled departure time for domestic flights; or 30 minutes prior to the (original) scheduled departure time for international flights even if the guest has already checked in for the flight at a location designated for check-in.

In the event of a delay, guests are recommended to remain in the gate area for updates and possible early departures. Spirit shall not be liable to any guest who misses a flight, which departed earlier than the estimated departure time posted for the delay.

- c. The guest fails to travel on any flight segment of a booked itinerary and fails to modify/cancel their reservation prior to the time limit outlined in [section 3.3](#). In such instances, all subsequent flight segments on the itinerary will be cancelled.
- d. Such action is necessary to comply with any governmental regulation or direction, or to comply with any governmental request for emergency transportation in connection with the national defense.
- e. The guest has been informed that he/she is not permitted to purchase transportation from Spirit.

2.4.2. If Spirit refuses to transport the guest for any of the reasons stated above, the guest would not be eligible for denied boarding compensation.

3. FARES

3.1 General

Fares are subject to change until purchased. All domestic and international fares are per guest for each way of travel and include the base fare plus any applicable taxes, fees and surcharges; however, certain foreign countries may charge additional taxes and fees that are collected directly by the local government or local airport authority upon arrival or departure. Additional Spirit optional services may apply.

Spirit offers a range of fares and on certain discount fares, availability may be limited, and restrictions may apply. Subject to certain exceptions and/or restrictions set forth hereinafter, all reservations are non-refundable. All Spirit reservations are non-transferable.

3.2 Currency/Method of Payment

3.2.1. All fares and charges are listed in United States dollars (USD).

3.2.2. Spirit does NOT accept cash, traveler's checks, certified (cashier's) checks, and money orders at certain domestic and international airports. At such airports, Spirit will accept credit/debit cards only. [For further information, please visit www.spirit.com at https://customersupport.spirit.com/hc/en-us/articles/217154817.](https://customersupport.spirit.com/hc/en-us/articles/217154817)

NOTE: Cash conversion kiosks (operated and independently managed by companies not affiliated with Spirit Airlines) may be available at some airport locations. In no event shall Spirit Airlines be liable for any direct, indirect, incidental or consequential damage arising out of the use of such cash conversion machines.

3.3 Guest Initiated Modifications

3.3.1. Changes to an itinerary must be made at least 45 minutes prior to the (original) scheduled departure time for all domestic flights, and 60 minutes prior to the (original) scheduled departure time for all International flights including U.S.V.I. flights (See [section 2.4.1.a.](#)). Online changes must be made at least one hour prior to the (original) scheduled departure.

Itinerary changes are subject to a per guest service charge, plus any difference in airfare for the alternate requested date(s) or flight(s), and any difference in government taxes and fees. With the exception of optional service charges for carry-on bags and/or first and second checked bags, any difference in carrier's optional service charges may also apply.

3.3.2. Cancellations to an itinerary must be made at least 45 minutes prior to the (original) scheduled departure time for all domestic flights, and 60 minutes prior to the (original) scheduled departure time for all International flights including U.S.V.I. flights (See [section 2.4.1.a.](#)). Online changes must be made at least one hour prior to the (original) scheduled departure.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 7

Itinerary changes are subject to a per guest service charge. A credit for future travel on Spirit may be issued if any remaining value exists. Certain carrier charges may be excluded from the value of the credit. All credits for future travel must be booked within 60 days of issuance for travel on any flight dates available in the system and have no cash value. A credit for future travel is non-transferable. Taxes and fees will not be refunded except when required by applicable law and when requested. Failure to cancel prior to the time limit specified above will result in forfeiture of fare.

3.3.3. All Spirit fares and optional services are purchased as non-refundable; however, a refund will be allowed if a reservation is canceled within 24 hours of initial booking, provided the reservation was made seven (7) days (168 hours) or more prior to the flight's scheduled departure.

3.3.4. Optional services may be purchased separately during the booking process by calling Reservations, on spirit.com or at the airports. Click here for [optional services](#).

3.4 Routing

A fare applies only to the following:

3.4.1. Transportation between airports via the intermediate cities, if any, specified by Spirit in reference to that fare.

3.4.2. Reservations 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.

3.5 Children's Fare

Spirit Airlines does not offer children fares.

4. ACCEPTANCE/REFUSAL OF GUESTS

4.1 Identification

A guest who refuses or fails to produce identification upon request may be denied service.

4.2 Travel Requirements and Documentation

The guest shall comply with all laws, regulations, orders, demands, or travel requirements (including but not limited to passports, visas, and health/immunization requirements) of countries to be flown from, into, or over, and with all rules, regulations, and instructions of Spirit.

4.2.1 Spirit shall not be liable for:

- a. any aid or information given by any agent or employee of Spirit to any guest in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise;

SPIRIT AIRLINES CONTRACT OF CARRIAGE 8

- b. the consequences to any guest resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions;
 - c. any expenses incurred due to the guest's failure to comply with this provision.
- 4.2.2 Spirit reserves, in its sole discretion, the right to refuse carriage to any guest who has not, in the judgment of Spirit, complied with applicable laws and regulations.
- 4.2.3 The guest agrees to pay the applicable fare whenever Spirit, on government order, is required to return a guest to his or her point of origin or elsewhere due to the guest's inadmissibility into or deportation from a country, whether of transit or of destination.
- 4.2.4 Spirit reserves the right to hold, photocopy, or otherwise make an image reproduction of a travel document presented by any guest and accepted by Spirit as a condition of boarding.

4.3 Conduct/Condition

- 4.3.1. A guest shall not be permitted to board the aircraft or may be required to leave an aircraft if that guest:
- a. is disorderly, abusive, violent, or their conduct creates an unreasonable risk of offense or annoyance to other guests;
 - b. appears to be intoxicated or under the influence of drugs;
 - c. interferes or attempts to interfere with any member of the flight crew in the pursuit of his/her duties;
 - d. is or is perceived by the flight crew to pose a security threat or risk of harm or damage to the airline, its aircraft or property, and/or other guests, or their property;
 - e. has a contagious disease that is transmissible during the normal course of a flight, e.g., chicken pox;
 - f. is unable or unwilling to sit in a seat with a seat belt fastened during the normal course of a flight;
 - g. is barefoot or inadequately clothed, or displays items of an obscene nature, and fails to obey lawful instructions of flight crew members; or
 - h. has an offensive odor unless caused by a qualified disability.
- 4.3.2. If a guest is not permitted to board and/or required to leave an aircraft for safety and/or regulatory reasons under paragraph [4.3](#) and its sub sections, the guest will not be eligible for a refund.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 9

- 4.3.3. Diversion of Aircraft - If Spirit is required to divert an aircraft to land at a location other than its intended destination due to a passenger's disruptive or disorderly conduct, Spirit will be entitled to reimbursement from the passenger for the additional costs that Spirit incurs for such diversion, including costs to accommodate other passengers, excess crew and ground handling costs, fuel and fees. The amount due will be as determined by Spirit.

4.4 Refusal to Transport

Spirit may refuse to transport, or remove from any flight, any guest for the following reasons:

- 4.4.1. Compliance with any government regulation or with government request for emergency transportation in connection with national defense or national disasters (actual, threatened, or reported).
- 4.4.2. Whenever necessary or advisable by reason of weather or other conditions beyond its control (including, without limitation, acts of God, labor disturbances, strikes, civil commotions, embargoes, wars, hostilities, or disturbances) actual, threatened, or reported.
- 4.4.3. Refusal by a guest to permit a search of person or property for explosives, or for deadly or dangerous weapons, articles, or substances.
- 4.4.4. Spirit may refuse to transport any guest who is traveling across any international boundary if:
 - 4.4.4.1. the travel documents of such guest are not in order;
 - 4.4.4.2. for any reason, such guest's embarkation from, transit through or entry into any country from, thru, or to which such guest desires transportation would be unlawful; or
 - 4.4.4.3. such guest fails or refuses to comply with the rules and regulations of Spirit.

4.5 Prisoners

Spirit Airlines will not transport prisoners in the custody of law enforcement under any circumstances with or without restraints.

4.6 Customers with Disabilities

All guests with disabilities will be provided transportation except when refused transportation per the FAA Regulations regarding safety. Guests with disabilities need not give advance notice. A 48-hour advance notice is only required for the services, equipment, and accommodations stated in the DOT's 14 CFR part 382.27 (c) regarding nondiscrimination on the basis of a disability in air travel.

4.6.1. Attendants

Guests with disabilities are not required to travel with an attendant unless it is determined by the carrier that an attendant is essential for safety as stated in the DOT's 14 C.F.R. part 382.29 regarding nondiscrimination on the basis of a disability in air travel. Spirit personnel are not obligated to provide special assistance for personal needs (e.g., assistance in actual eating, assistance within the restroom, provision of medical services).

NOTE: Attendants must be at least 15 years of age at the time of travel.

4.6.2. Medical Certificates

If there is reasonable doubt that a guest can complete their flight safely, without requiring extraordinary medical assistance during flight, a medical certificate may be required in order for the guest to travel. A medical certificate is a written statement from a doctor asserting that an individual is capable of completing a flight safely, without requiring extraordinary medical assistance during flight. Medical certificate must be dated within 10 days of the guest's departure flight.

4.7 Communicable Disease

If a guest has a disease that is potentially transmissible during flight, a medical certificate is required and must state that the guest's condition would not be communicable to other guests during the normal course of the flight. If it is potentially transmissible during the flight, but this can be prevented if certain conditions or precautions are implemented, the certificate would have to describe those conditions or precautions. In such instances, Spirit will put forth reasonable effort to carry out these measures, however, if Spirit is unable to do so, the guest will not be permitted to travel. A medical certificate in the situation of a communicable disease must be dated within 10 days of the flight for which the guest intends to travel (not 10 days prior to the guest's initial departure flight).

4.8 Respiratory Assistive Devices/Portable Oxygen Concentrators (POC)

Certain respiratory assistive devices (including portable oxygen concentrators, respirators, and ventilators) which are approved by the FAA for use in flight may be used on board Spirit Airlines aircraft. Guests using such permitted devices must do so strictly in accordance with applicable regulations, including the carriage of sufficient batteries. Spirit Airlines personnel are not trained to assist with or operate such devices.

Guests are encouraged to review any applicable requirements by referring to [Spirit's website \(www.spirit.com\)](http://www.spirit.com) or by contacting Spirit Airlines Reservations at 1-801-401-2222. It is also recommended that the guest call Spirit Airlines Reservations at least 48 hours before scheduled departure, to have it documented that the guest will be traveling with and using a respiratory assistive device onboard. To use a POC on board, guests must have an FAA approved POC. For more information, please review [Portable Oxygen Concentrators within the Special Items Chart in 7.5](#).

4.9 Pregnancy

Guests who are pregnant are urged to consult with their physician on whether it is safe to travel by air, including with due consideration the possibility of turbulence, cabin pressurization, significantly increased risk of deep vein thrombosis associated with pregnancy, and lack of ready access to medical care. This is particularly important for women in their ninth month of pregnancy, who are urged to obtain an examination from her physician shortly before flying to confirm that flying by air will be safe. Women with a history of complications or premature delivery should not fly at all. By travelling with Spirit, pregnant women acknowledge and accept these risks.

4.10 Guests of Size

Additional Seat Purchase – The purchase of more than one seat for use by a single guest is required to accommodate a guest of size who encroaches on an adjacent seat area and/or is unable to sit in a single seat with the armrests lowered.

4.10.1. The guest of size can either purchase a seat assignment in a Big Front Seat or purchase another reservation for an additional seat on the aircraft. Please see [section 4.11.2](#) for information related to seatbelt extensions and inflatable seatbelts.

4.10.2. If there are no available seats on the aircraft, the guest will be booked on Spirit's next available flight or the reservation will be refunded.

4.11 Seats

4.11.1 It is the guest's responsibility to notify Spirit of a unique seating need. In accordance with the Contract of Carriage, Spirit may refuse to transport individuals who are unable or unwilling to comply with Spirit's seating requirements.

4.11.2 Inflatable Seatbelts

Inflatable seatbelts are located on Spirit's Airbus A319, A320, and A321 aircraft, which includes some Big Front Seats ([For additional information related to inflatable seatbelt locations, click here.](#)). Any guest who occupies a seat that is equipped with an inflatable seatbelt must have their seatbelt securely fastened (buckled low and tight) around the guest's lap. Additionally, any guest traveling with a lap child or service animal that will sit in the guest's lap shall not be permitted to occupy a seat equipped with an inflatable seatbelt. Car seats may not be accommodated in any seat equipped with an inflatable seatbelt.

If a crew member determines that the guest cannot be safely accommodated as indicated above, he/she will attempt to reseat the guest and, if the original seat was purchased, the guest will be entitled to a refund for the optional service charge paid for such seat.

NOTE: Seatbelt extensions may not be used in any seat equipped with an inflatable seatbelt.

5. ACCEPTANCE OF CHILDREN

5.1 Accompanied Children

Accompanied children are accepted for transportation on both domestic and international flights as follows:

- 5.1.1. Children under 15 years of age are accepted when accompanied on the same flight by another guest who is at least 15 years of age.
- 5.1.2. For travel to/from an international destination, all children, regardless of age, are required to have a valid passport and all foreign government documentation required for entry into and departure from the foreign country. These documents must be provided to Spirit at time of check in. It is the guest's responsibility to verify foreign government documentation and entry requirements.

5.2 Unaccompanied Children

Unaccompanied children are accepted for transportation only on domestic flights as follows:

- 5.2.1. For travel wholly within the United States and its territories, children at least 5 years of age through 14 years of age are accepted for unaccompanied travel on Spirit flights that do not involve a scheduled change of aircraft (i.e., connecting flights). Unaccompanied children will not be accepted for travel on connecting flights or for travel on international flights.
- 5.2.2. Children less than 5 years of age will not be accepted for unaccompanied travel.
- 5.2.3. Spirit does not accept unaccompanied children for travel to/from international destinations.
- 5.2.4. Young adults aged 15 or older are permitted to travel alone domestically and internationally. For international travel, they are required to have a valid passport and any other documents required by the country they are traveling to.
- 5.2.5. A service charge will apply for each unaccompanied child per way of travel, which includes Federal Excise Tax required to be collected and remitted to the U.S. government.
- 5.2.6. All travel by unaccompanied children must be on flights on which the child holds a confirmed reservation.
- 5.2.7. Gate Passes and Handling Procedures for Unaccompanied Minors
 - 5.2.7.1. All unaccompanied children must check in at the airport ticket counter with his/her parent or other responsible adult. Online check-in is not available for unaccompanied children.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 13

Be sure to arrive to the airport early in order to complete the required documentation and to see the child safely through security screening (when permitted by airport) and identify the child to the gate agent for the boarding process.

- 5.2.7.2. The adult must remain at the airport until 15 minutes after the flight takes off.
- 5.2.7.3. Spirit must be provided the name and phone number of the parent or other responsible adult who will meet the child upon deplaning. The Guest Service Agent documents the information on an Unaccompanied Minor form, and places a copy of this information into a pouch. The pouch is then placed around the child's neck to identify to the Flight Attendants that the child is traveling alone as an unaccompanied minor.

If the minor(s) is not met upon arrival by the individual responsible for meeting the minor(s), Spirit shall take whatever action deemed necessary by Spirit to ensure the minor(s) safe custody, including the return of the minor(s) to the airport of departure. The responsible adult who accompanied the minor(s) to the departure airport shall be responsible to reimburse Spirit for any and all expenses incurred by such actions.

- 5.2.7.4. The person dropping off the child must obtain a gate pass at the airport ticket counter (where permitted), then escort the child to the gate. The person picking up the child must obtain a gate pass at the airport ticket counter (where permitted) to proceed to the gate for the arrival of the flight. Spirit Airlines requires a photo Identification from the person(s) designated to meet the minor at the destination and will not release the child to anyone else.

Gate passes are only provided for an escort of an Unaccompanied Minor and for people who require assistance. Gate passes are not issued to anyone who requests a gate pass; there must be a valid reason. TSA requirements/security restrictions may vary based on the airport; thus, gate passes will be issued dependent on the current airport security/TSA guidelines.

5.3 Infants

- 5.3.1. Spirit encourages all adults traveling with children under the age of two (2) to purchase a seat for the child and secure the child in an FAA approved car seat. A paying adult guest may carry on his or her lap one infant over seven (7) days and under two (2) years of age (24 months). Once a child reaches their second birthday, they are no longer permitted to travel as a lap child. Spirit reserves the right to request documented proof of age for any traveler 2 years of age or younger. Please be prepared to provide documentation (birth certificate, passport, etc.) upon request.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 14

- 5.3.2. If space is available after boarding, or if a separate reservation has been purchased for an infant over seven (7) days and under two (2) years of age, the infant may travel in a separate seat, provided that the infant must be securely placed in an FAA approved child restraint system (car seat) which meets the guidelines in [section 5.4](#).
- 5.3.3. An infant, age seven (7) days or less or an infant requiring an incubator or other life-support systems shall not be accepted for travel on Spirit.

5.4 Car Seats

One (1) car seat and one (1) stroller will be accepted per child as checked baggage at no charge. These items are not considered part of the guest's baggage allowance. Car seats may be carried on board the aircraft if a seat has been purchased for the child; one (1) child per car seat. To be accepted for use on board, car seats must be FAA approved and conform to the following guidelines:

- 5.4.1. Child Seats manufactured before 2/26/1985 must bear the label "This child restraint system conforms to all applicable federal motor vehicle safety standards."
- 5.4.2. Child Seats manufactured after 2/25/1985 must bear the following two labels:
- 1) "This child restraint system conforms to all applicable federal motor vehicle safety standards" and,
 - 2) "This restraint is certified for use in motor vehicles and aircraft."
- 5.4.3. Child Seats bearing the approval of a foreign government or seats manufactured under the standards of the United Nations are also acceptable.

NOTE: Car seats may not occupy a seat in an exit row, the row in front of or behind an exit row, or any seat equipped with an inflatable seat belt.

Some FAA approved car seats may not always fit in certain Spirit Airlines aircraft seats (see minimum seating dimensions below). Depending on the type of aircraft, Spirit Airlines will either try to re-seat the guest or re-accommodate them. If the car seat is not able to be safely accommodated on the aircraft (e.g., car seat too large for the aircraft seat) and the guest has purchased an extra seat which cannot be utilized, a refund will be issued without penalty.

[Spirit Airlines minimum seating dimensions can be found by visiting Spirit's website at https://customersupport.spirit.com/hc/en-us/articles/202096526-Can-I-bring-my-child-s-car-seat-and-or-stroller-onboard-](https://customersupport.spirit.com/hc/en-us/articles/202096526-Can-I-bring-my-child-s-car-seat-and-or-stroller-onboard-)

NOTE: Car seats that exceed these dimensions may not fit or be safely accommodated on Spirit Airlines seats.

- 5.4.4. CARES Child Aviation Restraint Systems are acceptable for use on board as an alternative to a car seat. A CARES device is a child safety harness that has been approved by the FAA to be used for aviation use only.

6. ACCEPTANCE OF ANIMALS

6.1 General

The guest assumes full responsibility for the conduct of his or her accompanying pet, service animal, emotional support animal or psychiatric service animal. In the event Spirit incurs any loss, damage, delay, expense or legal liability of any kind in connection with the transport of such animal, the guest accepts full liability for any sums incurred.

6.2 Pet Animals in Cabin

Transportation of pet animals in cabin must meet the following conditions:

On domestic flights (between two points within the United States or between the United States and its territories), for an extra charge, Spirit will only accept domesticated dogs, cats and in some cities rabbits and small household birds (including parrots, finches, canaries and parakeets). Birds that are not considered household birds and will not be accepted are farm poultry, waterfowl, game birds, birds of prey, or flightless birds. Guests traveling to/from U.S territories are responsible for checking with the local government for specific laws or regulations regarding the acceptance of pets, including furnishing valid health and rabies vaccination certificates. Rabbits and birds are not accepted to and from cities in Puerto Rico and the U.S.V.I. For additional information please contact Spirit Guest Service at 801-401-2222.

Spirit Airlines does NOT accept pets in cabin for travel on international flights except in the case of service animals, emotional support animals or psychiatric animals, when permitted by the international destination and provided the guest complies with the requirements in [section 6.3](#), including any specific requirement(s) of the international destination.

Spirit will accept pets for transportation in the guest cabin under the following conditions:

- 1) The animal is harmless, not offensive, odorless, and requires no attention during transit.
- 2) The container must be inspected and approved by Spirit and able to fit underneath the seat in front of the guest traveling with the animal. (Maximum container size is 18" x 14" x 9" (45.72 cm x 35.56 cm x 22.86 cm) in overall dimensions (L x W x H). The combined weight of the pet and carrier may not exceed 40 pounds (18.14 kg). The pet must be able to stand and turn around in the container.
- 3) Only one (1) pet container, per guest with a confirmed reservation is permitted. A maximum of two (2) similar pets (e.g., two dogs, two cats) may travel in one (1) container provided the animals are small enough to be accommodated in one (1) pet carrier. The pet(s) may NOT be removed from the container during transit.
- 4) A maximum of six (6) pet containers are allowed per aircraft cabin.
- 5) In the event the animal becomes offensive or causes a disturbance during transit, the pet will be removed at the first en route stop.

- 6) Spirit assumes no responsibility for the impaired health or death of the animal.
- 7) There is a service charge for each pet carrier.
- 8) Unaccompanied Minors are not permitted to travel with pets.
- 9) A pet carrier containing a pet counts towards the guest's carryon baggage allowance.

6.3 Service Animals

Spirit accepts for transportation, without charge, service animals trained to lead the hearing or visually impaired or trained in special assistance for the guest with a disability. The animal must be accommodated in accordance with FAA safety regulations. Spirit will make every reasonable effort to accommodate the guest in the event that the assistance of up to three service animals is required. If the animals cannot be accommodated together at a single passenger seat, the guest may purchase an additional reservation(s), so that the animals can be accommodated in accordance with FAA safety regulations, or the guest may be accommodated on a later flight where more seats are available.

NOTE: More than three (3) service animals per guest will not be accepted.

For international travel, depending on the international destination, specific documentation regarding the service animal may be required. Guests are responsible for checking with the destination country for rules of acceptance of service animals as certain countries have restrictions and/or quarantine guidelines. For additional information please contact Spirit Guest Service at 801-401-2222.

Spirit reserves the right to ask if an animal is needed to provide assistance for a disability and may request documentation for service animals. Animals that are unruly or aggressive will be denied the right to board the aircraft.

6.3.1. Emotional Support Animals

Spirit accepts for transportation, without charge, emotional support animals. As permitted under 14 C.F.R. 382.117(f), Spirit may reject certain types of animals, for example, on the basis of safety.

If a guest seeks to travel with an animal that is used as an emotional support or psychiatric service animal, the following three [forms must be completed and submitted to www.spirit.com/submit-support-docs](#) at least 48 hours before the flight's schedule departure:

1. [Mental Health Professional Form](#)
2. [Veterinary Health Form](#)
3. [Passenger Acknowledgement Form](#)

NOTE: More than one (1) emotional support animal per guest will not be approved or accepted.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 17

Spirit agents at the airport cannot approve these forms. They must be submitted electronically and be approved by a Spirit Guest Relations Coordinator. If these forms are not submitted at least 48 hours prior to departure, we cannot guarantee travel with the animal.

We recommend carrying these forms throughout your travels, in case of irregular flight operations.

NOTE: These forms must be submitted for each reservation as they are not kept on file.

- 6.3.2. Animals trained to detect explosives or trained for search and rescue on official duty status may be transported. Spirit Airlines reserves the right to request documentation.

6.4 *Animals Checked as Baggage*

Spirit Airlines does NOT accept animals as cargo or as checked baggage.

7. BAGGAGE

7.1 *General*

7.1.1. All baggage charges are non-refundable and may be paid in advance or at the airport. Certain countries may require taxes be collected on baggage charges. In such instances in addition to any other applicable charges set forth herein, such taxes will be collected by Spirit and paid to the taxing authority or as required under local regulations. In the event of a modification of an itinerary, the guest may have to pay any applicable increase in baggage charges. See [section 3.3](#) for further information.

7.1.2. Baggage charges are applicable per item, per way of travel, with the exception of stopovers and reservations purchased with multiple individual flight segments rather than as a valid connecting flight within the Spirit reservation system. In such instances, baggage charges are applicable per item, per individual flight segment. It is the guest's responsibility to claim their checked item(s) at each point of stopover. The item(s) must then be re-checked at the ticket counter prior to boarding the next flight segment on the reservation. Spirit is not liable for baggage which is not transferred due to the purchase of a non-valid connection.

7.2 *Carry-On Baggage*

7.2.1. One (1) carry-on bag is permitted in the aircraft cabin for a charge.

7.2.2. Spirit Airlines guests may bring one (1) carry-on bag plus one (1) personal item (such as a purse, laptop computer, backpack, or duty free item) on board providing they meet the size limitations listed in sections 7.2.3 and 7.2.4.

7.2.3. Carry-on baggage must fit into an overhead bin or under-seat space and not be more than 22 inches by 18 inches by 10 inches (56 cm x 46 cm x 25 cm) including handles and wheels. Pieces exceeding these dimensions must become checked baggage.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 18

7.2.4. Personal items may not exceed the dimensions of 18 inches by 14 inches by 8 inches (45 cm x 35 cm x 20 cm) including handles and wheels. Any item that exceeds these dimensions is no longer considered a personal item and a carry-on or checked bag charge will apply.

7.2.5. The following items do not count towards a guest's carry-on allowance. Although these articles are exempt from carry-on limitations, they must be properly stowed for ground movement, takeoff and landing.

These exempt articles include, but are not necessarily limited to the following:

- a) Assist pet carrier when traveling with assist/service animal
- b) Camera
- c) Crutches/Canes/Braces or other prosthetic device upon which the guest is dependent
- d) Guest assistive devices & service animals
- e) Food for consumption on board the flight
- f) Infant bag, when traveling with the infant
- g) Infant/Child Car Seats, when the child is carried in the seat
- h) One Duty Free box or bag containing Duty Free items
- i) Outer garments (coats/hats/wraps)
- j) Reading material for the flight
- k) Stroller, when the child is carried in the stroller
- l) Umbrella

7.2.6. Spirit may require that a carry-on be checked as baggage if the item cannot be safely stowed or if it doesn't comply with Spirit's baggage policies set forth herein. Excess items will be charged according to checked baggage charges.

7.2.7. Seat Baggage

An item of baggage may occupy a seat, subject to applicable regulations, provided the guest accompanies the property, the item meets specified dimensions, the item can be properly secured by the seatbelt, reservations are made in advance, and the applicable fare is paid. Items accepted as seat baggage cannot block placards or signs.

Animals are NOT accepted as seat baggage.

7.3 Checked Baggage

7.3.1. Charges apply for all checked baggage. Spirit Airlines allows up to five checked bags/items per paying guest (restrictions may apply to certain destinations and during specific times of the year).

SPIRIT AIRLINES CONTRACT OF CARRIAGE 19

7.3.2. Checked Baggage Size and Weight Restrictions:

- 7.3.2.1. Any checked baggage that exceeds the standard size and weight limit including handles and wheels is subject to excess baggage charges in addition to the standard checked baggage charge (a standard checked bag is defined as a bag not exceeding 62 linear inches in overall dimensions (Length + Width + Height) and 40 pounds in weight).
- 7.3.2.2. Spirit Airlines will not accept baggage that weighs more than 100 pounds with the exception of mobility aid devices and musical instruments (For more information on musical instruments see the [Special Items chart in section 7.5](#)).
- 7.3.2.3. With the exception of certain items, Spirit Airlines will not accept baggage that measures more than 80 linear inches in overall dimensions (Length + Width + Height).
- 7.3.2.4. The following restrictions apply to guests flying to and from international destinations (except Lima, Peru see [section 7.3.2.5](#)) from December 1st to January 10th. Guests may check one (1) item and may purchase additional checked items on a first-come first-serve basis based on inventory. Overweight baggage is permitted up to maximum 70 pounds (32kg) and subject to overweight baggage charges. Oversized items up to 80 linear inches in overall dimensions (203 cm) are permitted and are subject to oversized baggage charges.
- 7.3.2.5. When traveling to and from Lima, Peru, a maximum of one (1) checked item will be allowed per paying guest. Spirit Airlines will not accept checked items that weigh more than 50 pounds. With the exception of Bicycles, Ski Equipment, Surfboards, and Javelin/Vaulting Pole Equipment as stated in [section 7.5](#), items measuring more than 80 linear inches in overall dimensions will not be accepted. From December 1st to January 10th, any item (including those listed above) will not be accepted if the item(s) exceeds 80 linear inches.

7.3.3. Spirit will check baggage for a guest with a valid reservation subject to the following conditions:

- 7.3.3.1. Baggage must be checked at the airport in advance of flight departures as described in [section 2.3.3](#).
- 7.3.3.2. Name identification is required on the outside of all baggage. Spirit recommends placing identification, including phone number, on the inside as well.

7.3.4. Baggage will only be checked to:

- 7.3.4.1. To the guest's final destination or to the guest's next airport of stopover.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 20

7.3.4.2 Spirit will refuse to transport or will remove at any airport, baggage that a guest refuses to submit for inspection. Spirit may refuse to transport a guest's baggage on any flight other than the flight carrying the guest.

7.3.5 Delayed, Damaged and Lost Baggage

In the event your baggage does not arrive at your destination with you, please file a report to immediately initiate a search for the mishandled piece(s). If a bag/item is delayed, lost, damaged or pilfered, a Spirit Airlines representative must be notified and a report must be filed in person, within four (4) hours of arrival of the flight on which the guest traveled (unless applicable law or treaty provides for a longer period of time).

For international travel, in the case of baggage damage, the guest entitled to delivery must notify Spirit in writing as soon as possible after discovery of the damage, and no later than seven (7) days from receipt of checked baggage. In the case of delay or loss, Spirit must be notified no later than twenty-one (21) days from the date on which the baggage should have been placed at the guest's disposal.

For your convenience, you can file the delayed baggage report in the baggage claim area or with a Guest Service Agent. Reasonable efforts will be made to deliver delayed baggage within 24 hours of flight arrival. Once your belongings are located, they will be returned to you as quickly as possible. Baggage delayed due to guest's late check-in, change in destination after check-in or a guest traveling standby, will be delivered at the guest's expense.

The Luggage Resolution office may be reached Monday to Friday from 9:00 am to 5:30 pm, Eastern Standard Time at 1- 877-888-5926, extension 7004.

7.3.6 Delayed Baggage - Reimbursable Expenses

Spirit Airlines allows reasonable interim expenses for guests whose bags have been delayed. Interim expenses incurred are limited to reasonable personal items, such as clothing and toiletries purchased as a result of the delay. All original receipts must be provided for reimbursement; copies will not be accepted. Spirit Airlines reserves the right to request that items purchased as a result of a delayed bag be returned prior to the issuance of compensation.

7.3.7 Delayed Baggage – In Excess of Five (5) Days

If your baggage has not been located and returned within five (5) days, a claim should be filed with the Luggage Resolution Department. To file a claim, you will need to complete a Customer Property Form. The Customer Property Form is a different form from the delayed baggage report that is filed at the airport. Additional information and details that you provide on this form will assist our Luggage Resolution Department with advanced tracing and help improve the likelihood of success in locating your baggage. For further details on filing a claim, see [section 7.3.9](#).

7.3.8 Damaged Baggage

If your bag is damaged, a Spirit Airlines representative must be notified in person and a report must be completed within the required time limit set forth in [section 7.3.5](#). Once a report is completed, a claim should be filed with the Luggage Resolution Department. To file a claim, you will need to complete a Customer Property Form. For further details on filing a claim, see [section 7.3.9](#).

7.3.9 Filing A Baggage Claim

All claims for compensation (e.g., delay, loss, damage and pilferage) must include a completed Customer Property Form inclusive of all the required documents listed on the cover sheet and must be submitted to:
www.spirit.com/help.

[The Customer Property Form and directions for submission can be obtained online at: www.spirit.com/bagclaim](#)

Verifiable proof of purchase (receipts) is required for all claimed items with a declared value of \$50.00 and higher. For interim expenses, verifiable proof of purchase of reasonably priced items is required for all items.

NOTE: Spirit Airlines reserves the right to request original documents of interim purchases to be mailed.

Actual value for reimbursement of all mishandled baggage is determined by the original purchase price, less reasonable depreciation for prior usage (not applicable to assistive devices).

The claim and all the required documents must be received within thirty (30) days of the date of arrival unless applicable law or treaty provides for a longer period of time.

If online submission of baggage claim is unavailable, the complete Customer Property Form and all supporting documents must be mailed to:

Spirit Airlines
ATTN: Luggage Resolution Department
2800 Executive Way
Miramar, FL 33025

7.4 Fragile and Perishable Items

Fragile/Perishable items are only accepted if a Spirit employee is made aware of such item, and a release is signed that indemnifies Spirit against liability for damage to, loss or spoilage of, or delay in delivery resulting in damage to, loss or spoilage of such items. Failure to alert Spirit of fragile/perishable items in baggage may result in denial of loss or damage claims.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 22

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

Perishable items include, without limitation, items such as fruit, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers and floral displays and plants and similar articles requiring maintenance at specific temperatures such as medicine must meet local agricultural guidelines.

Spirit 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 guests. Fragile and perishable items will be accepted if the tube, container or case is designed for shipping such items, and it is packed in leak-proof containers or in airline approved protective material.

NOTE: Plastic bags or foam containers are not acceptable for frozen food or other items that may leak during transit.

7.5 Conditions for Acceptance of Special Items

The following items may be accepted as carry-on and/or checked baggage with restrictions. Standard baggage charges apply to ALL checked items and carry-on items (that exceed personal item dimensions), except where a special charge is indicated below. Size and weight charges may also apply, unless the overweight or oversized charge is specifically waived as stated below. To be accepted as carry-on baggage, the item must be within the size limits listed in [section 7.2](#). Checked baggage may require a limited liability release tag, which can be obtained at the Spirit Airline's airport ticket counter.

For safety and security reasons, all items must be securely packed inside a bag or case/container. Unsecured items may not be attached to a bag. Items that are packed separately will be considered two separate items and are subject to separate service charges.

SPIRIT DOES NOT PROVIDE SHIPPING BOXES.

NOTE: The following list is NOT all inclusive.

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Alcohol	<p>A maximum of 5 Liters or 1.3 gallons of liquor products containing more than 24% and no more than 70% alcohol by volume are allowed to be carried per guest in checked baggage. Containers must be unopened and packaged so as not to break or leak. One duty free box or bag containing duty free items is permitted in addition to the standard carry-on baggage allowance.</p> <p>* Liquor products over 70% alcohol by volume (over 140 proof) will NOT be accepted.</p>	Yes – with exceptions*	Yes – with exceptions*	Yes

SPIRIT AIRLINES CONTRACT OF CARRIAGE 23

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Antlers	Dimension (L + W + H) must not exceed 120 linear inches. Head/skull must be completely clean and free of residue. Points must be covered and protected.	No	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Archery Equipment	Archery equipment must be packed in a case or in a container of sufficient strength to protect the bows and quiver with arrows from accidental damage.	No	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Artistic Items	Items include but are not limited to: oversized pictures, drawings, statues, models, souvenirs, art objects, curios and similar articles.	Yes	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Balls/ Balloons	Items include but are not limited to: Footballs, soccer balls, basketballs, volleyballs. Items may need to be slightly deflated for safe transport. Helium balloons may be transported if completely deflated.	Yes	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Baseball Equipment	* While baseball equipment will be accepted, baseball bats will not be accepted as carry-on baggage.	Yes – with exceptions*	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Bicycles	Bicycles are included as part of the guest's standard baggage allowance and will be accepted for a special charge per direction. Oversize limits and charges are waived for bicycles. Overweight charges are waived for bicycles. Bicycle equipment may consist of (1) non-motorized touring or racing bicycle with a single seat. Bicycles should be prepared for transportation by the guest. Bicycle must be placed in a cardboard or hard cased bike container. Bicycle tires must be deflated. Bicycles not enclosed will NOT be accepted. * Spirit reserves the right to refuse transportation of these items due to safety and/or operational limitations.	No	Yes – with exceptions*	Yes

SPIRIT AIRLINES CONTRACT OF CARRIAGE 24

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Body boards, Boogie boards, Kiteboards, and Wakeboards,	<p>One item includes one board with any keels or fins removed and placed in checked baggage to prevent damage.</p> <p>One item will count as a checked bag provided it does not exceed 62 linear inches. Overweight charges are applicable.</p> <p>Items that exceed 62 linear inches will be classified as surfing equipment and will have a special charge per direction. See Surfing Equipment for more details.</p>	No	Yes	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Bowling Equipment	<p>* To be stowed onboard, bowling bags must fit under the seat in front of you, and contain only one (1) bowling ball. Bowling balls may not be stowed in the overhead bins.</p>	Yes – with exceptions*	Yes	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Boxes and Plastic Containers	<p>Boxes may be opened and inspected upon check-in. Boxes must meet the same restrictions contained in our baggage acceptance policy. Boxes must have the strength to hold the contents. Spirit is not responsible for packaging/re-packaging any boxes.</p> <p>* Boxes may be transported as checked baggage to all locations except when embargos are in place. Boxes containing or having contained hazardous material are NOT accepted.</p>	Yes	Yes – with exceptions*	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Camping Gear	<p>Items include but are not limited to: Backpacks, sleeping bags, and knapsacks</p> <p>* Any dangerous goods such as flares, camping stove fuel, etc. are NOT accepted.</p>	Yes – with exceptions*	Yes – with exceptions*	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Ceramics/ Chinaware/ Glass	<p>Items include but are not limited to: Pots, statues, bowls, dishes, glasses or other containers made of clay hardened by heat, earthenware, crockery, and containers or ornaments made of porcelain or baked clay, and items made of or containing glass and similar articles.</p> <p>* To be accepted as checked baggage, these items must be packed properly.</p>	Yes	Yes – with exceptions*	Yes

SPIRIT AIRLINES CONTRACT OF CARRIAGE 25

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Dry Ice	<p>Spirit accepts solid dry ice in quantities not exceeding 5.5 lbs. in carry-on or checked baggage. The following conditions apply:</p> <ul style="list-style-type: none"> • The dry ice must be used as a refrigerant for the contents of the container. • The container must be ventilated to allow for the venting of carbon dioxide gas. • Additionally, as checked baggage, the package must: <ul style="list-style-type: none"> ○ Be clearly marked "DRY ICE" or "CARBON DIOXIDE SOLID" ○ Be marked with the net weight of the dry ice or an indication that the net weight of the dry ice is 5.5 pounds (2.5 kg.) or less. 	Yes	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Electric Chainsaws	<p>Electric chainsaws must be packaged in original container or hard sided container for safe transport.</p> <p>Spirit does NOT permit other types of powered chain saws, such as fuel or gas powered, on any flight due to the DOT's requirements for transporting hazardous materials.</p>	No	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Electric Skateboards & Hover Boards	Electric skateboards and hover boards are NOT allowed for transport.	No	No	N/A
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Electronic Cigarettes (e-cigarettes)	* E-cigarettes and other battery-powered smoking devices are NOT allowed to be used onboard any Spirit Airlines aircraft. Some countries (e.g. Dominican Republic) prohibit the carriage of these devices in carry-on baggage, checked baggage, and/or on one's person, in which case Spirit will enforce such prohibition(s).	Yes – with exceptions*	No	N/A
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Electronics	Items include but are not limited to: All video and audio devices, televisions, radios, computers, stereo equipment, VCR players, VCR recorders and their accessories, typewriters, hair dryers, sewing machines, specialized equipment, and similar articles.	Yes	Yes	Yes

SPIRIT AIRLINES CONTRACT OF CARRIAGE 26

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Firearms & Ammunitions	<p>Firearms</p> <p>Firearms are accepted provided that all of the following provisions are met:</p> <ol style="list-style-type: none"> 1. The guest checking the firearm is at least 18 years of age. 2. The guest is not traveling to an international destination. 3. The guest declares the firearm to be unloaded and signs a Firearms Declaration tag. <p>NOTE: A guest checking multiple firearms must complete a Firearms Declaration tag for each firearm checked.</p> <ol style="list-style-type: none"> 4. The firearm is in a hard-sided container which is locked, and only the guest retains the key or combination. 5. The guest must place the signed Firearms Declaration tag(s) as follows: <ul style="list-style-type: none"> • If the hard-sided locked container is inside another piece of luggage, the tag shall be placed inside the luggage next to the locked container. • If the firearm is a rifle or shotgun, the tag shall be placed inside the locked hard-sided rifle or shotgun case. • If the firearm is contained in a locked hard-sided suitcase, the tag shall be placed inside the suitcase next to the firearm. <p>Ammunitions</p> <p>Small arms ammunition (up to 19.1 mm for rifle and pistol cartridges, any size shotgun shells) for personal use is accepted provided that all of the following provisions are met:</p> <ol style="list-style-type: none"> 1. The guest is not traveling on an international flight, and is not under the age of eighteen. 2. Amount of ammunition must not exceed eleven pounds (11 lb.) per guest. 3. Ammunition must be securely packed in boxes or other packaging specifically designed to carry small amounts of ammunition. Ammunition clips and magazines must also be securely boxed. 4. Firearms and properly packaged ammunition may be carried in the same hard-sided container. Or, the ammunition may be carried in a separate piece of checked baggage. 	No	Yes	No

SPIRIT AIRLINES CONTRACT OF CARRIAGE 27

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Fishing Equipment	Fishing rods/poles must be secured in a case or container. Guests may pack reels or fragile tackle that do not pose a security threat in their carry-on baggage. * Tackle Equipment such as sharp fishing may be considered dangerous, such as large fish hooks, should be sheathed, securely wrapped, and will be accepted as checked baggage only.	Yes – with exceptions*	Yes	Yes
Golf Equipment	Golf bags containing golf clubs are exempt from oversize charges; however, overweight charges are applicable. Golf equipment should be enclosed with a cover to prevent loss of contents. Hard sided carriers are recommended. *Golf Clubs will not be accepted as carry-on baggage.	Yes – with exceptions*	Yes	Yes (soft-sided golf bags only)
Hockey Equipment	One item of hockey equipment includes two (2) hockey sticks (taped together) and one bag containing only hockey equipment. Bags containing hockey sticks are exempt from oversize charges; however, overweight charges are applicable. *Hockey sticks will not be accepted as carry-on baggage.	Yes – with exceptions*	Yes	Yes
Household Articles	Lamps, lamp shades, furniture and items of similar nature are acceptable if properly packaged.	Yes	Yes	Yes
Ice	Spirit does not accept any form of loose or cubed ice for transport to be packed in coolers, lunch bags, etc. * Frozen water in bottles or ice packs can be used as a refrigerant.	Yes – with exceptions*	Yes – with exceptions*	Yes
Incubators	Incubators are NOT allowed for transport.	No	No	N/A
Javelin/ Vaulting Pole Equipment	Vaulting poles and javelins are exempt from size limits; however, oversize charges apply if the item is greater than 62 linear inches. Overweight charges are applicable. * Spirit reserves the right to refuse transportation of these items due to safety and/or operational limitations.	No	Yes – with exceptions*	Yes

SPIRIT AIRLINES CONTRACT OF CARRIAGE 28

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Kayak, Boat, Canoes	Kayaks, Boats, and Canoes are NOT allowed for transport.	No	No	N/A
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Lacrosse Equipment	One item of lacrosse equipment includes two (2) lacrosse sticks (taped together) and one bag containing only lacrosse equipment. Bags containing lacrosse sticks are exempt from oversize charges; however, overweight charges are applicable. * Lacrosse sticks will not be accepted as carry-on baggage.	Yes – with exceptions*	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Lithium Ion Batteries for Mobility Assistive Devices	* A maximum of one spare battery not exceeding 300 watt hours (Wh), <u>or</u> two spares batteries not exceeding 160 Wh each may be carried in carry-on baggage. Spare batteries are NOT accepted as checked baggage. <u>Rechargeable lithium ion batteries without a protective housing</u> must be removed from the mobility assistive device and battery terminals protected from short circuit. The battery is limited in size to no more than 300 Wh, and may be carried in carry-on baggage only. The guest must advise Spirit of the battery location. <u>Rechargeable lithium ion batteries with a protective housing</u> may remain installed and be checked with the mobility assistive device only if it is securely attached to the device, and the terminals protected from short circuit. The battery cables may remain connected only if the device is protected from accidental activation. Lithium ion batteries with a protective housing are not limited in Wh when checked with the assistive device.	Yes – with exceptions*	Yes – with exceptions*	N/A
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Lithium Ion Batteries for Portable Electronic Devices	* Each installed or spare lithium battery must not exceed 100 Watt-hours (Wh). Additionally, each installed or spare lithium battery must be of a type proven to meet the requirements of each test in the UN Manual of Tests and Criteria, Part III, Sub-section 38.3. Spare Batteries Spare lithium batteries are accepted in carry-on baggage ONLY. In carry-on baggage, a reasonable number of individually protected lithium ion batteries each not exceeding 100 Wh, may be carried per person. Each spare lithium battery must be individually protected so as to prevent short circuits (e.g., by placement in original retail packaging, by otherwise insulating terminals by taping over exposed terminals, or placing each battery in a separate plastic bag or protective pouch).	Installed and Spares Yes – with exceptions*	Installed Yes - with exceptions* Spares No	No

SPIRIT AIRLINES CONTRACT OF CARRIAGE 29

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Lithium Metal Batteries for Portable Electronic Devices	<p>* The lithium content for lithium metal (non-rechargeable) batteries may not exceed 2 grams per battery. Additionally, each installed or spare lithium battery must be of a type proven to meet the requirements of each test in the UN Manual of Tests and Criteria, Part III, Sub-section 38.3.</p> <p><u>Spare Batteries</u> Spare lithium batteries are accepted in carry-on baggage ONLY. Spare batteries must be protected from damage and short circuit.</p>	<p><u>Installed and Spares</u> Yes – with exceptions*</p>	<p><u>Installed</u> Yes - with exceptions* <u>Spares</u> No</p>	No
Martial Arts	Items include but are not limited to: Billy clubs, blackjacks, brass knuckles, kubaton, martial arts weapons, night sticks, nunchaku, stun guns, shocking devices and throwing stars.	No	Yes	Yes
Medical Portable Electronic Devices (M-PED)	<p>Medical Portable Electronic Devices (e.g., External Defibrillator Life Vests) may be transported at no charge when carried by itself or with other assistive devices, medications and/or medical supplies. These devices do not count towards the guest's baggage allowance.</p> <p>* Please see Medical Certificates for further information regarding when Medical Certificates may be required. For battery requirements see Lithium Ion Batteries for Portable Electronic Devices or Lithium Metal Batteries for Portable Electronic Devices as applicable.</p>	Yes – with exceptions*	Yes – with exceptions*	N/A
Musical Instruments	<p>Musical Instruments are included as part of the guest's standard baggage. Musical instruments are considered a fragile item. Fragile items will be accepted as checked baggage if they are appropriately packaged in a container/case designed for shipping such items. Music instruments that exceed 150 linear inches or 165 lbs. will not be accepted.</p> <p>* Small musical instruments (e.g. violins, flutes, guitars, etc.) are permitted as carry-on baggage as long as the instrument can be safely stowed in the overhead bin or under the guest's seat. Stowage in the overhead bins is available on a first-come, first-serve basis.</p>	Yes – with exceptions*	Yes	Yes

SPIRIT AIRLINES CONTRACT OF CARRIAGE 30

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Musical Instruments as Seat Baggage (Cargo in the Cabin)	Spirit Airlines allows the carriage of musical instruments in the cabin as seat baggage (cargo in the cabin) if the instrument is too large to be stowed safely in a suitable baggage compartment in the aircraft cabin or under a passenger seat. The guest must purchase an additional seat and the cost is the applicable fare for the portions of the flight that the extra seat is requested plus sales tax. No additional fees will be charged. The instrument must be appropriately packaged in a container/case in a manner to avoid possible injury to guests and guest compartment occupants. The instrument may not impose any load on seats or the floor structure that exceeds the load limitation for those components. The item must be properly secured by the aircraft's seatbelt or other tie down having enough strength to eliminate the possibility of shifting under all normally anticipated flight and ground conditions. The instrument cannot block any guest's view of the "SEAT BELT" sign, "NO SMOKING" sign or required "EXIT" sign. The instrument cannot occupy an emergency exit seat or impede access to the cabin aisle. The instrument may occupy a middle seat provided the adjacent window seat remains unoccupied.	Yes	N/A	N/A
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Nebulizers, Respirators and Ventilators	These devices may be transported at no charge when carried by itself or with other assistive devices, medications and/or medical supplies. These devices do not count towards the guest's baggage allowance. Such devices with labels showing that they meet FAA safety requirements can be used during flight.	Yes	Yes	No
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Non-Spillable Wet Batteries for Portable Electronic Devices	* For a non-spillable battery, each battery must not exceed a voltage greater than 12 volts and a watt-hour rating of not more than 100 Wh. No more than two individually protected spare batteries may be carried. To be accepted as checked baggage, the battery terminals must be protected from damage and short circuit and be contained within strong packaging. The packaging must be marked "non-spillable".	<u>Installed and Spares</u> Yes – with exceptions*	<u>Installed and Spares</u> Yes – with exceptions*	No
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Oxygen	Contained oxygen and other gasses, e.g., in cylinders, canisters are NOT permitted for carriage on Spirit Airlines. Spirit does NOT offer oxygen onboard its aircraft.	No	No	N/A

SPIRIT AIRLINES CONTRACT OF CARRIAGE 31

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Paintball Equipment	Paintball guns are not considered a firearm and may be transported in unlocked, soft or hard-sided baggage. Compressed gas cylinders are NOT permitted for carriage on Spirit Airlines.	No	Yes	Yes
Parachute Equipment	* Sporting parachutes are acceptable provided the parachute and its accessories do not include any items that are prohibited from being carried, e.g., compressed gas cylinders, flares or other hazardous materials.	Yes – with exceptions*	Yes	Yes
Photographic Equipment	Items include but are not limited to: All cameras, VCR recorders/ players, photoflash equipment, photometers, spectrosopes, photo tubes, and/or other similar devices using sensitive tubes or plates and film (still or movie), exposed or unexposed, as well as all related attachments or accessories. * Chemicals used for film development are NOT accepted for transport.	Yes – with exceptions*	Yes – with exceptions*	Yes
Portable Dialysis Machines	Portable dialysis machines may be transported at no charge when carried by itself or with other assistive devices, medications and/or medical supplies. These devices do not count towards the guest's baggage allowance. * These devices are NOT permitted for use on Spirit's aircraft.	Yes – with exceptions*	Yes	No
Portable Oxygen Concentrators	Portable Oxygen Concentrators (POC) are battery-powered concentrators that provide the user with a pulse flow of concentrated oxygen, without storing oxygen . These items may be transported at no charge when carried by itself or with other assistive devices, medications and/or medical supplies. These devices do not count towards the guest's baggage allowance. To be used onboard, a POC must be on the FAA approved list or it must bear a permanent label on the exterior of the device containing the following certification statement in red lettering: <i>"The manufacturer of this POC has determined this device conforms to all applicable FAA acceptance criteria for POC carriage and use on board aircraft."</i> The labeling requirement does not apply to Portable Oxygen Concentrators on the FAA approved list. The FAA approved list is as follows:	Yes	Yes	No

SPIRIT AIRLINES CONTRACT OF CARRIAGE 32

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
	<ul style="list-style-type: none"> • Airsep Focus • AirSep FreeStyle • AirSep FreeStyle 5 • AirSep LifeStyle • Delphi RS-00400 • DeVilbiss Healthcare iGo • Inogen One • Inogen One G2 • Inogen One G3 • Inova Labs LifeChoice • Inova Labs LifeChoice Activox • International Biophysics LifeChoice • Invacare Solo2 • Invacare XP02 • Oxlife Independence Oxygen Concentrator • Oxus Inc. RS-00400 • Precision Medical EasyPulse • Respiroics EverGo • Respiroics Simply Go • SeQual Eclipse • SeQual eQuinox Oxygen System (model 4000) • SeQual Oxywell Oxygen System (model 4000) • SeQual SAROS • VBox Trooper Oxygen Concentrator 			

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Precision Instruments	<p>Items include but are not limited to: Microscopes, oscilloscopes, meters, counters, polygraphs, electrographs, medical equipment and similar articles.</p> <p>* A limited liability release form is not required for medical equipment.</p>	Yes	Yes	Yes – with exceptions*

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Ski (Water or Snow) and Snowboard Equipment	<p>One item of equipment will count as a checked bag.</p> <p>One item of ski equipment is considered:</p> <ul style="list-style-type: none"> • One pair of skis, with one pair of ski poles, and one pair of ski boots; or • One snowboard and one pair snowboard boots. <p>Bags containing skis or snowboards are exempt from oversize limits; however, oversize charges apply if the bag is greater than 62 linear inches. Overweight charges are applicable.</p> <p><u>Note:</u> If boots are packed separately from ski/snowboard equipment, they must be in a ski/snowboard boot bag to be considered part of the one piece of checked baggage.</p>	No	Yes	Yes

SPIRIT AIRLINES CONTRACT OF CARRIAGE 33

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Scuba Diving Equipment	Compressed gas cylinders (scuba tanks), full or empty, will NOT be accepted for transport. * Sharp objects, such as unloaded spear guns, knives and tools, must be packed in checked baggage only, and must be sheathed or securely wrapped.	Yes – with exceptions*	Yes	Yes
Skateboards	Non-motorized/Non-battery operated skateboards will be accepted. *To be accepted as carry-on baggage, the skateboard must be within Spirit's carry-on size and must be stowed with the wheels up, preferably under the seat. If placed in the overhead bin, the skateboard must be wheels up and stowed in a way to prevent rolling out of the bin when it is reopened.	Yes – with exceptions*	Yes	Yes
Smart Bags / Battery-powered Baggage	Battery-powered baggage and smart bags (e.g., baggage with built in batteries) are NOT allowed for transport.	No	No	N/A
Surfing Equipment	Surfboards are included as part of the guest's standard baggage allowance and will be accepted for a special charge per direction. One bag containing up to two surfboards will be accepted. Oversize limits and charges are waived for surfing equipment. Overweight charges are waived for surfing equipment. Additional items packed inside a surfboard case are not considered part of the surfboard equipment and additional charges will apply. * Spirit reserves the right to refuse transportation of these items due to safety and/or operational limitations.	No	Yes – with exceptions*	Yes
Tennis Equipment		Yes	Yes	Yes
Tools/Power Tools	Items include but are not limited to: Axes, hatchets, cattle prods, crowbars, hammers, drills, table saws, screwdrivers, wrenches, and pliers.	No	Yes	Yes

SPIRIT AIRLINES CONTRACT OF CARRIAGE 34

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Wheelchairs	<p>In addition to the standard baggage allowance and at no charge, Spirit Airlines will accept wheelchairs and other mobility assistive devices (manual and electric/battery operated) as checked baggage on the same flight as the guest who uses the device, unless the guest requests stowage of his or her manual folding and collapsible wheelchair within the aircraft cabin.</p> <p>At the time of check-in, electric-powered wheelchairs must have cables disconnected and terminals protected against electrical shortages. Spirit strongly recommends that guests requiring this service check-in at least 90 minutes before departure.</p> <p>Guests must check-in at the departure gate at least 45 minutes prior to the (original) scheduled flight departure time. The battery must be disconnected and terminals protected against electrical shorting and must be contained in a leak proof box fastened securely to the wheelchair. It may be necessary to remove the battery if the wheelchair cannot be loaded, stowed, and unloaded in an upright manner.</p> <p>* Once one guest's manual folding and collapsible wheelchair has been accepted for accommodation in the passenger cabin, Spirit Airlines will accept one (1) additional manual folding and collapsible wheelchair as long as no other guests are displaced.</p>	Yes – with exceptions*	Yes	No
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Windsurfing Equipment	Windsurfing equipment is NOT accepted for transport.	No	No	N/A
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Wood Carvings	* Guests transporting wood carvings to/from Jamaica are required to place the item(s) in checked baggage per Jamaican government regulations.	Yes – with exceptions*	Yes	Yes
Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Urns, Human/Animal Remains & Organs	<p>Spirit will NOT accept human or animal remains and/or organs, with the exception of cremated human or animal remains being transported as follows:</p> <p>*Domestic Travel</p> <p>To be transported as carry-on baggage, the crematory container must undergo successful X-ray screening by TSA. If a container is made of a material that prevents screeners from clearly seeing what is inside, the container will not be allowed through the checkpoint. Per TSA guidance, out of respect to the deceased and their family and friends, under no circumstances will a TSA officer open the container even if the guest requests this be done.</p>	Yes – with exceptions*	Yes – with exceptions*	No

SPIRIT AIRLINES CONTRACT OF CARRIAGE 35

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
	<p>NOTE: Documentation from the funeral home is not sufficient to carry a crematory container through security and onto a plane without screening.</p> <p>To be transported as checked baggage, the crematory container must be successfully screened during the checked baggage screening process. The TSA will screen the container for explosive materials/devices using a variety of techniques; if cleared, it will be permitted as checked baggage only.</p> <p>The TSA recommends that guests transport remains in temporary or permanent containers constructed of light-weight materials such as plastic or wood that can be successfully x-rayed.</p> <p>International Travel</p> <p>Countries have different regulations and documentation requirements for receiving cremated remains. It is the guest's responsibility to obtain importation permission from the embassy (or appropriate government office) of the country to which they are traveling.</p> <p>Although the guest can contact the embassy or appropriate government office to complete the necessary legal paperwork, Spirit recommends that they acquire the services of a funeral director to assist with the necessary arrangements.</p>			

7.6 Restricted Articles

The following list is classified as hazardous and may not be carried in baggage. The list is not all-inclusive and Spirit may reject any substance it deems to be a threat to safety.

- 7.6.1. Liquor products over 140 proof.
- 7.6.2. Gasoline-powered tools.
- 7.6.3. Compressed gases.
- 7.6.4. Corrosives (such as acids and wet batteries).
- 7.6.5. Explosives (such as dynamite, but also including fireworks).
- 7.6.6. Flammables (such as matches and lighter fuels).
- 7.6.7. Poisons.
- 7.6.8. Magnetic and radioactive materials and all other items by government regulations.
- 7.6.9. Additional prohibited or restricted hazardous or dangerous goods and materials can be found in the following resources in effect at the time of travel:
 - a) DOT hazardous materials regulations (49CFR 171-177)

SPIRIT AIRLINES CONTRACT OF CARRIAGE 36

- b) IATA Dangerous Goods Regulations
- c) TSA Permitted and Prohibited Items

7.7 Limitations of Liability

Except to the extent inconsistent with applicable laws, Spirit Airlines will not accept liability for cosmetic and/or superficial damage caused to baggage as a result of normal wear and tear during the course of any of the operations of carriage.

Spirit will not be liable for loss, damage, or delay as the result of actions taken by the TSA, Customs, or other governmental agencies.

Spirit Airlines will not be liable for loss or damage to unchecked baggage (baggage that is in the custody of the guest and includes carry-on baggage) unless such damage is caused by our negligence, which excludes damage resulting from turbulence or shifting of items during flight.

7.7.1. Domestic Baggage – Limitation of Liability

- 7.7.1.1. Spirit assumes no responsibility or liability for the following items in or as checked or carry-on baggage: money, negotiable papers and instruments, securities, business documents, irreplaceable items, books, manuscripts, blueprints, publications, photographic or electronic equipment and accessories, computers and accessories, CD/DVD's, computer hardware or software, machinery (including parts), tools, jewelry, watches, eyeglasses (prescription or non-prescription), silverware, china, precious metals and stones, heirlooms, furs and fur products, e-cigarettes and other battery-powered smoking devices, tobacco products, collectibles, antiques, artifacts, paintings and other works of art, art supplies, medication, human organs, perfumes, commercial items, cosmetics, samples, keys, or any similar valuable or fragile items or items not packaged in accordance with other rules described in this contract.
- 7.7.1.2. For travel wholly between U.S. points, liability for loss, delay or damage to checked baggage is limited to \$3,500 per guest holding a confirmed reservation.

7.7.2 International Baggage– Limitation of Liability

- 7.7.2.1. Spirit will NOT accept any agricultural items, perishable items or any product that does not conform to the Customs and/or Agricultural government entities of any foreign country that the guest is entering into or leaving from on a Spirit flight.
- 7.7.2.2. Limitations on the number, size and weight of checked baggage apply.
- 7.7.2.3. For travel to/from international destinations, the limitations of liability, as applicable under the Warsaw Convention or the Montreal Convention, will apply.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 37

- a) For international travel (including domestic portions of international itineraries) to which the Warsaw Convention applies:

Liability for loss, delay or damage to checked baggage is limited to approximately \$9.07 per pound for checked baggage and \$400 per guest for unchecked baggage.

Liability is for a maximum of 40 lbs/18.1 kgs (\$362.80) per checked bag, unless the guest pays an additional checked baggage charge, and the precise weight of the baggage is noted on the guest's baggage claim check.

- b) For international travel (including domestic portions of international itineraries) to which the Montreal Convention applies:

Liability for loss, delay or damage to checked baggage is limited to 1,288 Special Drawing Rights ("SDR").

For international travel, the weight of each piece of checked baggage is presumed to be the applicable standard baggage allowance set forth above. This weight will establish the carrier's maximum liability, unless excess weight is clearly noted on the Guest's claim check, and additional charges are paid. If the weight of the baggage is not recorded on the Baggage Check, then it is presumed that the weight of the baggage falls within the standard baggage allowance set forth above.

7.7.3. Spirit does NOT accept declarations of higher value.

7.8 Portable Electronic Devices

7.8.1 Use of Portable Electronic Devices Onboard the Aircraft

- Small authorized PEDs are devices under two (2) pounds and are of a size that can easily be placed in a seat pocket along with the other materials that are normally found in the seat pocket (Passenger Safety Information Card, Menu and/or airsickness bag). They include devices like tablets, readers and mobile phones and may be used during all phases of flight including taxi, take-off and landing. However, if using them during taxi, take-off and landing, you must secure these devices by holding them, putting them in your pocket or holster, or placing them in a seatback pocket.
- Large authorized PEDs are devices two (2) pounds or more such as full-size laptops. They must be turned off and stowed during taxi, takeoff and landing. You can stow them by having them under the seat in front of you or in an overhead compartment. These devices may be used about 10,000 feet when authorized by a Flight Attendant announcement.
- On all flights operating outside U.S. airspace, portable electronic devices cannot be used during taxi, takeoff and landing, but may be used above 10,000 feet when authorized by a Flight Attendant announcement.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 38

- Headsets or earphones (buds) are required for any audible portable device and any cords or accessories must not impede emergency egress.
- Devices must have their cellular network service disabled, commonly known as “Airplane Mode”, from the time the aircraft door is closed for departure from the gate until the aircraft is taxiing to the gate upon arrival when authorized by a Flight Attendant announcement.
- Cell phone use is still limited and calls cannot be made during times when cellular network is to be disabled.
- Items which may not be operated at any time inside the aircraft include: TV receivers, remote controlled toys, e-cigarettes, radio transmitters and personal air purifiers.
- Due to safety concerns, guests must comply with all crewmembers instructions regarding the use of portable electronic devices.
- The DOT, with the FAA and Pipeline and Hazardous materials Safety Administration (PHMSA) has issued an emergency order banning all Samsung Galaxy Note7 smartphone devices for air transportation. Samsung Galaxy Note7 devices may not be transported on anyone’s person, in carry-on baggage, or in checked baggage on all flights to, from, or within the United States.

8. SCHEDULE CHANGES, DELAYED FLIGHTS AND CANCELED FLIGHTS

8.1 *Spirit Airlines Responsibility for Schedules and Operations*

Times shown in a timetable or elsewhere are not guaranteed and form no part of the terms of transportation. Spirit may, without notice, substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the reservation. Schedules are subject to change without notice. Spirit is not responsible or liable for making connections (on its own flights or flights of any other carrier), or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

8.2 *Rebooking*

When a guest holding a confirmed reservation on a Spirit flight which is delayed because of a schedule irregularity (including but not limited to, a missed connection, flight cancellation, omission of a scheduled stop, substitution of equipment, or schedule change), Spirit may rebook the guest on Spirit's first flight on which seats are available to the guest's original destination without additional charge. Our staff will focus on rebooking as many guests as possible on alternate flights, either direct to the destination or via connections through other airports to best accommodate the guest’s needs. Guests may also have the option to obtain a refund consistent with [section 10.2.3](#).

SPIRIT AIRLINES CONTRACT OF CARRIAGE 39

A change may be made to an itinerary without a charge and/or fare difference when the itinerary was affected by a cancelled flight, an eligible schedule change or a delayed flight (greater than two hours from the original departure time) provided:

- The same departure and arrival airports are booked and;
- The itinerary is rebooked within Spirit's authorized date ranges (currently within 7 days of the departure date).

With limited exceptions, Spirit will not reimburse guests for flights that they book on other carriers.

8.3 Amenities/Services for Guests

Spirit will not assume expenses incurred as a result of a flight delay, cancellation, or schedule change. Spirit may provide limited amenities and services, which may be required by certain guests in order to maintain their safety, health and welfare.

Amenities provided by Spirit are provided as a courtesy to the guest and are not to be considered an obligation of Spirit.

In the case of a cancellation or misconnection, if rebooking options are available the following day, and the cancellation was due to our failure, we may offer overnight hotel accommodations for non-local guests. However, if the cancellation or misconnection is caused by severe weather, Air Traffic Control decisions or other issues outside of Spirit's control, we cannot offer such accommodations. We will, nevertheless, make reasonable efforts to provide information enabling guests to secure accommodations on their own. No lodging will be provided to a guest on any Spirit flight which is delayed or canceled in the originating city on the guest's reservation.

9. DENIED BOARDING

When Spirit is unable to provide a previously confirmed seat due to an oversell condition, Spirit will take voluntary and/or involuntary denied boarding guests in accordance with regulations of the DOT as specified below:

9.1 Voluntary

If a flight is oversold (more guests 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 reservations willingly in exchange for payment of Spirit's choosing.

9.2 Involuntary

If a flight is oversold and there are not enough volunteers, other guests may be denied boarding involuntarily in accordance with the following:

- 9.2.1. With the exception of Unaccompanied Minors and Guests with Disabilities, the last guest(s) to check in may be denied boarding in the event of an oversell, weight and balance or reduction of aircraft capacity due to inoperable seats when required for operational or safety reasons.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 40

- 9.2.2. If guests are to be denied boarding involuntarily (after volunteers are solicited), they will be selected based on their time of check-in, in other words the last guest to check in on the flight will be the first guest removed from the flight. Spirit reserves the right to modify the manner of priority per 14 C.F.R. Section 250.3.

9.3 Exceptions to Payment of Compensation for Denied Boarding

No denied boarding compensation will be made if:

- 9.3.1. The denied boarding is a result of a substitution of an aircraft with lesser capacity. Guests will be denied boarding based on the following criteria:
- Time of booking if the flight is outside of 3 hours prior to the (original) scheduled departure time, or
 - Time of check-in if the flight is within airport control of 3 hours prior to the (original) scheduled departure time.
- 9.3.2. The guest is accommodated on a flight scheduled to arrive within one (1) hour of the original arrival time.
- 9.3.3. The guest has not fully complied with the airline's reservation or check-in time limits or the guest is not acceptable for transportation under the airline's usual rules and practices.

9.4 Denied Boarding Regulations

9.4.1 Compensation for Denied Boarding

If you have been denied a reserved seat on Spirit Airlines, you are probably entitled to monetary compensation. In the case of an oversold flight, Spirit will provide information explains the airline's obligation and the guest's rights in the case of an oversold flight, in accordance with regulations of the DOT.

9.4.2 Volunteers and Boarding Priorities

If a flight is oversold (more guests 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 compensation of the airline's choosing. If there are not enough volunteers, other guests may be denied boarding involuntarily in accordance with the following boarding priority of Spirit Airlines.

9.4.3 Compensation of Involuntary Denied Boarding

If you are denied boarding involuntarily, you are entitled to a payment of "denied boarding compensation" from the airline unless:

- 1) you have not fully complied with the airline's ticketing, check-in and reconfirmation requirements, or you are not accepted for transportation under the airline's usual rules and practices; or

SPIRIT AIRLINES CONTRACT OF CARRIAGE 41

- 2) you are denied boarding because the flight is canceled; or
- 3) you are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; or
- 4) you are offered accommodations in a section of the aircraft other than specified in your ticket, at no extra charge (a guest seated in a section for which a lower fare is charged must be given an appropriate refund); or
- 5) Spirit is able to place you on another flight or flights that are planned to reach your next stopover or final destination within one hour of the planned arrival time of your original flight.

9.4.4 Amount of Denied Boarding Compensation

Domestic Transportation

Guests traveling between points within the United States (including the territories and possessions) that are denied boarding involuntarily from an oversold flight are entitled to:

- 1) no compensation if the carrier offers alternate transportation that is planned to arrive at the guest's destination or first stopover not later than one hour after the planned arrival time of the guest's original flight;
- 2) 200% of the fare to the guest's destination or first stopover, with a maximum of \$675, if the carrier offers alternate transportation that is planned to arrive at the guest's destination or first stopover more than one hour but less than two hours after the planned arrival time of the guest's original flight; or
- 3) 400% of the fare to the guest's destination or first stopover, with a maximum of \$1,350, if the carrier does not offer alternate transportation that is planned to arrive at the airport of the guest's destination or first stopover less than two hours after the planned arrival time of the guest's original flight.

Length of Arrival Delay to Final Destination Due To Over Sale	Amount of Compensation
0 to 1 hour arrival delay	No compensation
1 to 2 hour arrival delay	200% of fare to destination (but no more than \$675)
Over 2 hour arrival delay	400% of fare to destination (but no more than \$1350)

International Transportation

Guests traveling from the United States to a foreign point who are denied boarding involuntarily from an oversold flight originating at a U.S. airport are entitled to:

- 1) no compensation if the carrier offers alternate transportation that is planned to arrive at the guest's destination or first stopover not later than one hour after the planned arrival time of the guest's original flight;

SPIRIT AIRLINES CONTRACT OF CARRIAGE 42

- 2) 200% of the fare to the guest's destination or first stopover, with a maximum of \$675, if the carrier offers alternate transportation that is planned to arrive at the guest's destination or first stopover more than one hour but less than four hours after the planned arrival time of the guest's original flight; or
- 3) 400% of the fare to the guest's destination or first stopover, with a maximum of \$1,350, if the carrier does not offer alternate transportation that is planned to arrive at the airport of the guest's destination or first stopover less than four hours after the planned arrival time of the guest's original flight.

Length of Arrival Delay to Final Destination Due To Over Sale	Amount of Compensation
0 to 1 hour arrival delay	No compensation
1 to 4 hour arrival delay	200% of fare to destination (but no more than \$675)
Over 4 hour arrival delay	400% of fare to destination (but no more than \$1350)

9.4.5 Alternate Transportation

“Alternate transportation” is air transportation with a confirmed reservation at no additional charge (by any scheduled airline licensed by DOT), or other transportation accepted and used by the guest in the case of denied boarding.

9.4.6 Method of Payment

Except as provided below, the airline must give each guest who qualifies for involuntary denied boarding compensation a payment by cash or check for the amount specified above, on the day and at the place the involuntary denied boarding occurs.

If the airline arranges alternate transportation for the guest's convenience that departs before the payment can be made, the payment shall be sent to the guest within 24 hours.

The air carrier may offer free or discounted transportation in place of the Involuntary Denied Boarding Compensation payment. In that event, the carrier must disclose all material restrictions on the use of the free or discounted transportation before the guest decides whether to accept the transportation in lieu of Involuntary Denied Boarding Compensation. The guest may insist on the Involuntary Denied Boarding Compensation or refuse all compensation.

9.4.7 Guest's Options

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

10. REFUNDS

10.1 Voluntary

Refunds will be made in accordance with applicable fare rules. No refunds will be made for non-refundable reservations.

10.2 Involuntary

In the event that Spirit is unable to provide a previously confirmed seat and is unable to reroute the guest via Spirit, Spirit will refund as indicated below:

10.2.1. If no portion of the reservation has been used, the refund will be equal to the fare paid by the guest.

10.2.2. If a portion of the reservation has been used, the refund will be equal to the amount of the unused portion.

10.2.3. Guests involved in a Spirit Airlines cancellation or delay in excess of two (2) hours will have three (3) options available to them: 1) re-accommodation, 2) a credit for future travel, or 3) a refund.

10.2.4. Refunds will only be issued to the form of payment used to complete the original purchase.

10.3 Foreign Currency Refunds

10.3.1 Spirit will pay the refund in the form that was used in purchasing the original reservation; however, cash refunds will be issued in the form of a check. Spirit will observe any refund restriction that may be published in the applicable rules governing the original transportation document.

10.3.2 All refunds will be subject to government laws, rules, regulations, or orders of the country in which the reservation was originally purchased and of the country in which the refund is being made.

10.4 Refund Contacts

Guests entitled to refunds may apply for a refund by contacting Spirit Guest Care at 801-401-2222 or the request may be made in writing via [our web site at www.spirit.com](http://www.spirit.com), or by writing to Corporate Guest Relations, Attention: Refunds, 2800 Executive Way, Miramar, FL 33025.

11. NON-REVENUE GUESTS

Non-revenue guests refers to direct Spirit team members, their eligible dependents, buddy pass holders, and other airline employees who will be enplaned on a flight subject to availability of space at departure time (standby), free of charge or at a reduced rate, with the exception of any applicable booking fees, international taxes and imputed income. Certain optional service charges may also be applicable. Team members are encouraged to review Spirit's Travel Policy prior to travel.

Every effort will be made to seat non-revenue guests, but only after all revenue guests have been assigned seats. Non-revenue guests are not entitled to service recovery compensation, denied boarding compensation, or amenities related to trip interruptions.

Liability limits shall be the same for non-revenue guests as revenue guests. Please refer to [section 12](#) or, in the case of baggage, to [subsection 7.7](#) herein for additional information.

12. DISCLAIMER OF CONSEQUENTIAL DAMAGES, MODIFICATIONS, AND LIMITATIONS OF LIABILITY

12.1 Disclaimer of Consequential Damages

Purchase of a reservation does not guarantee transportation. Spirit shall in no event be liable for direct, indirect, special or consequential damages resulting from the performance or delay in performance of, or failure to perform, transportation of guests and other services whether or not Spirit has knowledge that such damages might be incurred.

12.2 Disclaimer of Modifications

12.2.1 Spirit Airlines Contract of Carriage is subject to change without notice.

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

12.2.3 Information provided outside of this contract, including via links provided herein, are not considered part of Spirit's Contract of Carriage.

12.3 Limitations of Liability

Spirit's liability for any accident, injury, or death is governed by applicable laws.

12.3.1 If the guest's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable.

The convention governs, and in most cases limits, the liability of carriers in respect of death, personal injury to guests, and for destruction or loss of, or damage to, baggage, and for delay of guests and baggage, as follows:

- The financial limits for any damages, including recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, shall not exceed 128,821 Special Drawing Rights (SDR) for each passenger.
- In the case of destruction, loss of, or damage or delay to baggage, 1,288 Special Drawing Rights (SDR).
- In the case of delay to a guest's journey, 5,346 Special Drawing Rights (SDR) per guest.

12.4 Waiver/Modification of Terms of Contract of Carriage

No employee of Spirit has the authority to modify, waive or alter any term of this Contract of Carriage unless authorized by an officer of Spirit Airlines.

13. CHOICE OF LAW AND VENUE

- 13.1 This Contract of Carriage will be governed by and construed in accordance with the laws of the United States of America and the State of Florida without regard to conflict of law principles or law.

All right to trial by jury in any action, proceeding or counterclaim arising out of or in connection with this Contract of Carriage is irrevocably waived.

- 13.2 No Class Action – Any case brought pursuant to this Contract of Carriage, Spirit's Tarmac Delay Plan, or Spirit's Guest Service Plan must be brought in a party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.
- 13.3 Time Limit – No legal action may be brought by a passenger against Spirit or its directors, officers, employees or agents unless commenced within six (6) months from the date of the alleged incident.

14. SPIRIT AIRLINES TARMAC DELAY PLAN

Spirit Airlines Contingency Plan for Lengthy Tarmac Delays includes the following:

- 14.1 For domestic flights, Spirit Airlines will not permit an aircraft to remain on the tarmac for more than three (3) hours before allowing guests to deplane for arrival flights, or before the pilot begins maneuvering the aircraft to a suitable disembarkation point (in areas controlled by Spirit), or the permission is granted to return to a suitable disembarkation point by a relevant authority directing the aircraft's operations on the tarmac (in areas not controlled by Spirit) for departure flights, unless:
- a) The pilot-in-command determines there is a safety-related or security-related reason (e.g., weather, a directive from an appropriate government agency, etc.) why the aircraft cannot leave its position on the tarmac to deplane guests; or
 - b) Air Traffic Control advises the pilot-in-command that returning to the gate or another disembarkation point elsewhere in order to deplane guests would significantly disrupt airport operations.
- 14.2 For international flights operated by Spirit Airlines that depart from or arrive at a U.S. airport, Spirit Airlines will not permit an aircraft to remain on the tarmac at a U.S. airport for more than four (4) hours before allowing guests to deplane for arrival flights, or before the pilot begins maneuvering the aircraft to a suitable disembarkation point (in areas controlled by Spirit), or the permission is granted to return to a suitable disembarkation point by a relevant authority directing the aircraft's operations on the tarmac (in areas not controlled by Spirit) for departure flights, unless:
- a) The pilot-in-command determines there is a safety-related or security-related reason (e.g., weather, a directive from an appropriate government agency, etc.) why the aircraft cannot leave its position on the tarmac to deplane guests; or

- b) Air Traffic Control advises the pilot-in-command that returning to the gate or another disembarkation point elsewhere in order to deplane guests would significantly disrupt airport operations.

14.3 For all flights covered by this plan, Spirit Airlines shall do the following:

- a) Provide adequate food and potable water no later than two (2) hours after the aircraft leaves the gate (in case of a departure) or touches down (in case of an arrival) if the aircraft remains on the tarmac, unless the pilot-in-command determines that safety or security considerations preclude such service;
- b) Ensure operable lavatory facilities, comfortable cabin temperatures, as well as adequate medical attention if needed, while the aircraft remains on the tarmac;
- c) Ensure that the guests on the delayed flight will receive notifications regarding the status of the delay every 30 minutes while the aircraft is delayed, including the reasons for the tarmac delay, if known;
- d) Ensure that the guests on the delayed flight will be notified beginning 30 minutes after departure time (including any revised departure time that guests were notified about before boarding) and every 30 minutes thereafter that they have the opportunity to deplane from an aircraft that is at the gate or another disembarkation area with the door open if the opportunity to deplane actually exists;

14.4 Spirit Airlines has sufficient resources to implement the plan; and

14.5 Spirit Airlines' plan has been coordinated with the following:

- a) Airport authorities (including terminal facility operators where applicable) at each U.S. large hub airport, medium hub airport, small hub airport and non-hub airport that the carrier serves, as well as its regular U.S. diversion airports, and will share facilities and make gates available at the airport in the event of an emergency;
- b) U.S. Customs and Border Protection (CBP) at each large U.S. hub airport, medium hub airport, small hub airport and non-hub airport that is regularly used for that carrier's international flights, including diversion airports; and
- c) The TSA at each U.S. large hub airport, medium hub airport, small hub airport and non-hub airport that the carrier serves, including diversion airports.

15. Spirit Airlines Guest Service Plan

Content of Guest Service Plan

1. Offer the lowest fare available.
2. Notify guests of known delays, cancellations and diversions.
3. Deliver baggage on time.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 47

4. Allow reservations to be held or cancelled without penalty for a defined amount of time.
5. Provide prompt reservation refunds.
6. Properly accommodate guests with disabilities and other special needs, including during tarmac delays.
7. Meet guests' essential needs during lengthy tarmac delays.
8. Handle "bumped" guests with fairness and consistency in the case of oversales.
9. Disclose travel itinerary, cancellations, Frequent Flyer Rules, aircraft seating configurations and lavatory availability.
10. Notifying guests in a timely manner of changes in their travel itineraries.
11. Ensure responsiveness to guest complaints.
12. Identify the services to mitigate guest inconveniences resulting from cancellations and misconnects.

1. Offer the Lowest Available Fare

Lower fares may be available at the airport. Certain fares such, as Internet promotions, are not accessible to the Reservations Agent and may only be purchased at [our web site, www.spirit.com](http://www.spirit.com).

Recommendations:

If you have time to plan and are flexible with your travel dates, booking travel and purchasing your reservations in advance may result in a lower fare, especially during peak travel seasons and holidays.

2. Notify Guests of Known Delays, Cancellations and Diversions

We will give our guests, whether at the airport, onboard an aircraft, or elsewhere with computer or telephone access, the best available information regarding delays and cancellations in a timely manner.

Because we know that timely and accurate communication regarding travel interruptions is important, we make every reasonable effort to provide guests and employees with the most accurate, up-to-date flight information as quickly and frequently as possible.

Recommendations:

Prior to your trip, you can visit our Flight Information page on [Spirit's website \(www.spirit.com\)](http://www.spirit.com) for flight and travel information. When making your reservations, providing Spirit with your contact information (phone numbers and/or e-mail address) can help us reach you in the event that a delay or cancellation becomes apparent before you leave for the airport or while you are in transit. Simply enter the information when making a reservation online at [Spirit's website \(www.spirit.com\)](http://www.spirit.com) or give it to your Spirit Reservations Agent.

If a flight is delayed or cancelled, Spirit works automatically to re-accommodate guests in advance when possible. If you miss your connection due to a delayed flight, or if your flight is cancelled, a new boarding pass for your revised itinerary may be obtained at the airport.

3. Deliver Baggage On Time

We strive to ensure that all checked baggage arrives at your final destination on time; however, representatives will be available during posted hours for guests who require assistance with mishandled baggage.

In the event your baggage does not arrive at your destination with you, please file a delayed baggage report to immediately initiate a search for the missing piece(s). Once your belongings are located, they will be returned to you as quickly as possible. Retain your baggage claim receipts for tracing and settlement, if necessary.

If your baggage cannot be located within five (5) days, you will need to complete a Guest Property Form (see Spirit's Contract of Carriage [section 7.3.7](#)) so that our Luggage Resolution Department can assist with advanced tracing.

[The Customer Property Form can be obtained online at:
http://spirit.zendesk.com/entries/21354141-Customer-Property-Form.](http://spirit.zendesk.com/entries/21354141-Customer-Property-Form)

For further information pertaining to delayed, lost and damaged baggage, see Spirit's Contract of Carriage [section 7.3.5](#). For further information pertaining to limitations of liability, see Spirit's Contract of Carriage [section 7.7](#).

Recommendations:

We recommend you attach a baggage identification tag to each of your bags that clearly displays your name, address and telephone number. In addition, we suggest you place this same information and a copy of your itinerary inside the bags.

Be sure to carry necessities such as medication, keys and passports, as well as cameras, electronics, iPods, laptop computers, jewelry, cash and personal documents with you on the aircraft.

Always use baggage designed to withstand the stress of airport baggage handling systems and avoid over-packing.

4. Allow Reservations to be Held or Cancelled Without Payment

Spirit does not hold reservations without payment.

Refunds are allowed for reservations made seven (7) days (168 hours) or more prior to your departure, provided that you make the refund request within 24 hours of your initial reservation.

5. Provide Prompt Ticket Refunds

For guests due a refund, who purchased their reservations (including any charges associated with the fare) with a credit card, Spirit will process the credit within seven (7) business days. Due to various billing cycles, a credit card statement may not reflect a refund immediately.

SPIRIT AIRLINES CONTRACT OF CARRIAGE 49

For guests due a refund, who purchased their reservation (including any charges associated with the fare) with cash, Spirit will issue a refund check within 20 business days of Spirit receiving your refund request.

6. Properly Accommodate Guests with Disabilities and Other Special Needs, including during Tarmac Delays

We will provide our guests who have special needs, including guests with disabilities and unaccompanied minors, with the level of attention, respect and care they require. For further information pertaining to minors traveling unaccompanied, see Spirit's Contract of Carriage [section 5.2](#).

Spirit's policies and procedures are in accordance with 14 CFR Part 382, Nondiscrimination on the Basis of Disability in Air Travel, which implements the Air Carrier Access Act. A copy of 14 CFR Part 382 may be obtained from the DOT by any of the following means:

1. Calling from within the United States, by telephone via the Toll-Free Hotline for Air Travelers with Disabilities at 1-800-778-4838 (voice) or 1-800-455-9880 (TTY)
2. Calling the Aviation Consumer Protection Division at 202-366-2220 (voice) or 202-366-0511 (TTY)
3. Writing to the Air Consumer Protection Division, C-75, U.S. Department of Transportation, 1200 New Jersey Ave. SE, West Building, Room W96-432, Washington, DC 20590
4. [Visiting the Aviation Consumer Protection Divisions' website at https://www.transportation.gov/airconsumer.](https://www.transportation.gov/airconsumer)

Recommendations:

When making your reservations, be sure to notify Spirit of any special needs you may have. This will alert our employees to your circumstances so they can better prepare to assist you when you arrive at the airport. To assist Spirit in providing you with prompt assistance, please notify a Spirit team member of any special needs you may have upon your arrival to the airport.

7. Meet Guests' Essential Needs during Lengthy On-Board Delays

Spirit is committed to operating a reliable schedule for every guest. Weather, Air Traffic Control and other issues can cause delays and cancellations. Our commitment is to make our guests who experience long on-aircraft delays as comfortable as possible. Spirit has a contingency plan to meet guest's essential needs during lengthy tarmac delays. For more information on our commitment to you, please see Spirit's Contract of Carriage [section 14](#).

When an on-aircraft delay occurs, we will manage the situation aggressively to minimize delays of greater than two (2) hours and make every reasonable effort to prevent those with longer durations. In the event of a lengthy delay, to provide food, water, restroom facilities and access to medical treatment for Guests onboard an airplane. For delays more than three (3) hours domestically or more than four (4) hours internationally, Guests will be allowed to deplane, subject to the Captain's and Air Traffic Control's concurrence.

Recommendations:

While Spirit offers food onboard for purchase, guests are always welcome to bring food onboard any of our flights. If you are traveling with children, be sure to pack extra snacks and beverages (subject to TSA rules), as well as diapers and changing essentials.

8. Handling Denied Boarding Guests with Fairness and Consistency in the Case of Oversales

When guests are denied boarding due to an overbooked flight, they will be compensated and treated fairly and consistently. Removing paying guests is the last resort. First, volunteers will be solicited. If there are no volunteers, then the last guest to check-in may need to be removed; however, Spirit reserves the right to determine the manner of priority per 14 C.F.R. Section 250.3. See Spirit's Contract of Carriage [section 9](#) for more information about denied boarding options and compensation.

Recommendations:

Guests can check [Spirit's website \(www.spirit.com\)](http://www.spirit.com) under HELP for specific airport information and recommended check-in times prior to leaving for the airport. Please arrive at the airport in plenty of time to check your bags. Please review Spirit's Contract of Carriage [sections 2.3](#) and [2.4](#) for further details related to check-in time limits.

9. Disclose Travel Itinerary, Cancellation Policies, Frequent Flyer Rules, Aircraft Seating Configurations and Lavatory Availability

We will make every attempt to provide our guests with accurate, up-to-date information about their travel itineraries, our aircraft seating configurations (including lavatory availability), frequent flyer rules, and cancellation policies.

Reservations Agents can relay cancellation and refund policies to guests upon request at the time of booking. These policies can also be found in [section 3.3](#) of Spirit's Contract of Carriage

[For the Terms and Conditions of the FREE SPIRIT Program, please see: http://www.spirit.com/content/documents/en-us/FS_Terms_and_Conditions.pdf](http://www.spirit.com/content/documents/en-us/FS_Terms_and_Conditions.pdf)

[For Spirit's aircraft configuration information on \(including lavatory availability\), please see: https://customersupport.spirit.com/hc/en-us/articles/202098616-Do-I-have-to-purchase-a-seat-assignment-](https://customersupport.spirit.com/hc/en-us/articles/202098616-Do-I-have-to-purchase-a-seat-assignment-)

For aircraft disinfection requirements, [visit the Aviation Consumer Protection Division website at \(https://www.transportation.gov/airconsumer\)](https://www.transportation.gov/airconsumer) or send a letter to the mailing address below:

Aviation Consumer Protection Division, C-75
U.S. Department of Transportation
1200 Jersey Ave., S.E.
Washington, D.C. 20590

If you've purchased a reservation to Jamaica or Panama, please view the link below to [view the Insecticide Notice](https://www.transportation.gov/airconsumer/spray) visit: <https://www.transportation.gov/airconsumer/spray>

10. Notifying Consumers in a Timely Manner of Changes in Their Travel Itineraries

When a change occurs to your scheduled flight, we will make every effort to communicate the schedule change via telephone or e-mail in advance of the date of travel, if known. Otherwise, the information will be provided upon airport check-in and at the gate.

Recommendations:

When making your reservations, providing Spirit with your contact information (phone numbers and/or e-mail address) may help us reach you in the event that a delay or cancellation becomes apparent before you leave for the airport or while you are in transit. Enter the information when making a reservation online at [Spirit's website \(www.spirit.com\)](http://www.spirit.com), or give it to your Spirit Reservations Agent.

11. Ensure Responsiveness to Guest Complaints

When our guests have complaints, we will respond with the required information in a professional, courteous manner that reflects the high value we place on each guest.

1. [You may contact Spirit with your complaints, compliments or questions at: https://customersupport.spirit.com/hc/en-us/articles/202097936-Do-you-have-a-question-comment-or-complaint-](https://customersupport.spirit.com/hc/en-us/articles/202097936-Do-you-have-a-question-comment-or-complaint-)
2. In Writing:

Spirit Guest Relations
2800 Executive Way
Miramar, FL 33025

You will receive an initial acknowledgement of your communications within 30 days and a substantive reply within 60 days. Guest Relations can assist you with post-travel concerns as well. Please have your flight number and date(s) of travel handy when you contact us.

12. Identify the Services to Mitigate Guest Inconveniences Resulting from Cancellations and Misconnections

When our guests are inconvenienced either from a cancellation or a delayed flight within our control, we will provide amenities and services to minimize the impact to the guest. Spirit will make every effort to assist our guests and minimize their inconvenience resulting from cancellations or misconnections. See Spirit's Contract of Carriage [section 8](#) for further information related to flight cancellations and misconnections.

In the case of a cancellation or misconnection, our staff will focus on rebooking guests on alternate flights, either direct to the destination or via connections through other airports to best accommodate the guest's needs.

If rebooking options are available the following day, we may offer overnight hotel accommodations for non-local guests. However, if the cancellation or misconnection is because of severe weather, Air Traffic Control decisions or other issues outside of Spirit's control, we cannot offer such accommodations, though we will make reasonable efforts to provide information enabling guests to secure accommodations on their own.

Recommendations:

Please carry necessity items like medication with you. Also, when traveling with children, please pack extra snacks and beverages as well as diapers and changing essentials in preparation for an unplanned event.