

## CHARTER OPERATOR-PARTICIPANT TERMS OF CONTRACT

**The City of Unalaska, an Alaska municipal corporation, P.O. Box 610 Unalaska, Alaska 99685, “City” or “Operator”**) is the U.S. Public Charter Operator for certain flights between Unalaska and Anchorage, Alaska. This contract provides the terms and conditions of the participant’s contract with the City of Unalaska. Ravn Alaska (“RAVN” or “The Direct Air Carrier”) is NOT the Public Charter Operator. *The participant’s contract is with the City of Unalaska only.*

### ARTICLE 1 – PAYMENT and PASSAGE

In return for payment of the seat price of \$600, inclusive of all taxes and fees, the City agrees to provide you passage on the flight identified on which you have reserved passage, subject to the terms and conditions stated herein. By making a reservation and providing your payment information or by accepting the benefit of the City’s charter, you agree to the terms of this Contract. This contract is not transferrable.

### ARTICLE 2 – RESPONSIBILITY

The City, as the Public Charter Operator, is responsible to you for arranging and providing all of the services offered in connection with these charter flights which are limited to: i) charter air transportation between the Ted Stevens International Airport in Anchorage, Alaska and the Unalaska Airport in Unalaska, Alaska; ii) the limited carry-on baggage service identified in Article 6, BAGGAGE, *provided*, however, that in the absence of negligence on our part, the City is not responsible for personal injury or property damage caused by the Direct Air Carrier.

### ARTICLE 3 – RESERVATIONS AND PAYMENT

To secure reservations, a participant must (i) provide a valid credit card account number, the name as it appears on the card, the card expiration date as it appears on the card, the cardholder’s statement address, and the card security code, which shall be used by the City or its agent to charge the participant for the seat price, and (ii) agree to the terms set forth in this contract.

By providing the credit card information, you represent that (i) you are authorized to use the credit card (ii) the account has, and will have at the time the transaction is processed, sufficient credit to pay the seat price, and (iii) you will remain liable for the seat fee should the issuing bank decline the transaction.

You authorize the City, or its authorized agent, to charge the full seat price to the credit card account any time after the flight departs. Additionally, you authorize the City, or its authorized agent, to place an authorization hold equal the amount to be charged twenty-four hours before the scheduled departure of the flight.

*Payment can be made only by credit card authorization. No other form of payment will be accepted. No other form of payment will secure a reservation.*

#### **ARTICLE 4 – CHECK-IN AND BOARDING**

The City will provide carriage only to the Passenger named in the reservation form, and you may be required to produce appropriate documentation. A reservation is not transferable except as provided for in this Contract.

The City does not assign seats prior to the departure time of the aircraft. The City uses an open seating policy on all flights.

You must check in at least one hour prior to scheduled departure. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. The City reserves the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated.

You must be present at the boarding gate not later than the time specified by us when you check in. The City may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

The City will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of these provisions.

#### **ARTICLE 5 – REFUSAL AND LIMITATION OF CARRIAGE**

In the reasonable exercise of our discretion, the City may refuse to carry you or your Baggage if the City has notified you in writing that the City would not at any time after the date of such notice carry you on our flights. In this circumstance you will not be charged. The City may also refuse to carry you or your Baggage if one or more of the following have occurred or the City reasonably believe may occur:

1. such action is necessary in order to comply with any applicable government laws, regulations, or orders;
2. the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
3. your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
4. you have committed misconduct on a previous flight, and the City have reason to believe that such conduct may be repeated;
5. you have refused to submit to any applicable security check;
6. you have not provided adequate authorization for the City to charge the applicable seat charge to your credit card account;
7. you do not appear to have valid travel documents or refuse to surrender your travel documents to the flight crew, when so requested;
8. you cannot prove that you are the person named in the reservation; or
9. you fail to observe any crew instruction with respect to safety or security.

**ARTICLE 6 - BAGGAGE**

Subject to weight and balance limitations, you may bring on the flight (i) one carry-on bag, with a maximum weight of 20 pounds, and (ii) one checked bag, with a maximum weight of 50 lbs. *Additional baggage will not be accepted under the terms of this contract.*

All carry-on bags must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft.

Our liability is limited to \$640 per piece of baggage. Our liability is limited to \$1,250.00 per passenger total for baggage.

**ARTICLE 7 – AIRCRAFT**

This flight will be performed by Ravn Alaska using DH8-100 aircraft, which ordinarily contains 37 seats. Ravn Alaska reserves the right to substitute equivalent aircraft if necessary.

**ARTICLE 8 – CANCELLATION, NO-SHOWS, CHANGE OF NAME, AND OTHER REFUNDS**

IF YOU CANCEL YOUR RESERVATIONS YOU WILL STILL BE CHARGED THE FOLLOWING FEES AT THE TIME THE CANCELATION IS MADE

<b>If your reservation is canceled:</b>	<b>You will be charged:</b>
7 or more days before departure:	\$0
3 to 6 days before departure:	\$300
Within 3 days before departure:	\$450

**Change of Name**

You may avoid paying the fees stated above by providing a substitute participant up to two hours before departure. You will be charged a \$25 name-change fee, but otherwise will not be charged the fees set forth above. Please note that if a substitution is provided within 24 hours of departure, your card may still be subject to an authorization hold for the full amount. The hold will lapse with approximately 72 hours.

**No-Show**

If you do not show up for the flight, the full amount of the credit card authorization you provided will be charged upon departure of your originally reserved flight. You will not be entitled to fly upon a late flight without paying the fee for that flight.

**Refunds & Claims**

All requests for refund of claims, for any reason, must be sent in writing to:

City of Unalaska  
Emergency Air Charter Project  
PO Box 610  
Unalaska, AK 99685

Unless you file a claim with the City within 60 days after the completion of the charter, the City will be released from all liability to you.

## **ARTICLE 9 – MAJOR CHANGES**

IF THE CITY MAKES MAJOR CHANGES PRIOR TO DEPARTURE YOU HAVE THE RIGHT TO CANCEL WITHOUT INCURRING ANY CHARGE

The following are major changes:

- (1) a change in the date, unless the change results from a flight delay experienced by the Direct Air Carrier. (If, however, the delay is longer than 48 hours, it will be considered a major change.)
- (2) a change in the origin or destination city; and
- (3) a price increase of more than 10 percent occurring 10 or more days before departure.

In no event can the City increase your price. If a major change must be made in the program, the City will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If, less than 10 days before scheduled departure, the City become aware that a major change must be made, the City will notify you as soon as possible.

**WITHIN 7 DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, YOU MAY CANCEL YOUR RESERVATION WITHOUT INCURRING ANY CHARGE.**

IF THE CITY MUST CANCEL THE CHARTER: THE CITY WILL NOTIFY YOU IN WRITING WITHIN 7 DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN 10 DAYS BEFORE THE SCHEDULED DEPARTURE DATE. **The City has no right to cancel the charter less than 10 days before departure, except for circumstances that make it impossible to perform the charter trip.** If that occurs, the City will notify you as soon as possible, but not later than the scheduled departure date. If the charter is canceled, you will not incur any charge.

## **ARTICLE 10 – RIGHTS AND REMEDIES CUMMULATIVE NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

The rights and remedies made available under this contract are in addition to any other rights and remedies available under applicable law. However, we offer refunds, or not charging the participant, under this contract with the express understanding that the receipt of that refund by a passenger, or the City not charging the passenger, waives the additional remedies including, but not limited to, any claim or remedy for consequential damages arising out of Major Changes or Cancellation of your flight.

## **ARTICLE 11 – SPECIAL ASSISTANCE**

Acceptance for transportation of unaccompanied children, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with City. Passengers with disabilities who have advised the City of any special requirements they may have at the time of reservation and been accepted by the City shall not subsequently be refused transportation because of such disability or special requirements.

## **ARTICLE 12 – RIGHT OF SEARCH**

For reasons of safety and security the City may request that you permit a search and scan of your person and a search, scan or X-ray of your baggage. If you are unwilling to comply with such request, we may refuse to carry you and your Baggage. In the event a search or scan causes damage to you or an x-ray or scan causes damage to your baggage the City and the Direct Carrier shall not be liable for such damage unless due to our fault or negligence.

## **ARTICLE 13 – ANIMALS**

Animals are not allowed.