



Contract of Carriage

1. **Passport and/or VISA requirements.** As of January 23, 2007, all adults and children (including newborns) are required to have a valid passport (booklet, not card) for all international travel by air, including travel to the Bahamas. For more information on passports and Visas, please go to: <http://travel.state.gov> or www.myoutislands.com. All US passengers must provide a valid state issued ID/Driver's License and passport. Non-US citizens are required to have a passport and valid US Visa.
2. **Required Information.** Please contact AirGate Aviation with any requested passenger information within 24 hours of booking, unless different arrangements have been made. The exact name, gender, passport number, expiration date, citizenship, date of birth, passenger weight and contact information for each passenger is required. Please provide Bahamas contact information as well.
3. **Cancellations/Rescheduling.** AirGate Aviation will charge the cost of total airfare at the time of booking. AirGate does not offer refunds. Please note the following:
 - a. If the passenger needs to cancel or reschedule a flight, he/she must speak with an AirGate agent to make the change; **no changes by email or voicemail are valid.**
 - b. A \$100 change fee per segment/per passenger will be applied to any changes made to a reservation up to 72 hours prior to the departure date (in addition to any applicable difference in fare).
 - c. If the passenger cancels less than 72 hours before departure, then the passenger will forfeit the ticket.
 - d. Flights cancelled within the specified time will result in a credit on file. This credit will be valid for one year from the original scheduled date of travel.
 - e. Subject to approval and acknowledgement by Airgate, tickets can be transferred (one time only) with a \$25 transfer fee.
 - f. All No-shows will forfeit the full ticket.
4. **Departure Fees.** Please note all passengers are responsible for paying the applicable departure tax (currently \$29 for Bahamian departures), at the departure airport on their return to the US. The departure fee must be paid in cash. These fees, in addition to any other taxes and fees as specified, must be paid by and promotion/drawing/prize winner in any applicable or related contest.
5. **Check-In.** **Check-in required at your departure location is a minimum of one hour prior to departure time.** Failure to timely check in will be deemed a No-show. Due to applicable regulations, **AirGate will not be able to delay a flight to wait on late passengers**
6. **Baggage.** AirGate Aviation has a luggage weight limit of 35lbs per passenger, excluding infants. Due to size constraints, it is advised to pack in soft-sided bags. Baggage dimensions must not exceed 13 inches in depth (thickness) and total circumference not to exceed 100 inches with no side longer than 30 inches. Coolers are limited to 28 qt size; insulated cooler bags are best. Surfboards and other similar items will be considered on an individual basis and incur additional fees. Kennels will also be considered on an individual basis. Passengers whose luggage weighs over 35lbs will be charged \$2.50 per pound (with respect to items accompanied by a then traveling passenger). Overweight/excess baggage is subject to weight and space availability and will be loaded only at the Captain's discretion. No hazardous materials (HAZMAT) will be permitted.
7. **Alcoholic Beverages.** (§ 135.121)
 - a. No person may drink any alcoholic beverage aboard an aircraft unless the certificate holder (Airgate Aviation) operating the aircraft has served that beverage.

- b. No certificate holder (Airgate Aviation) may serve any alcoholic beverage to any person aboard its aircraft if that person appears to be intoxicated.
 - c. No certificate holder (Airgate Aviation) may allow any person to board any of its aircraft if that person appears to be intoxicated.
8. **Pets.** AirGate Aviation is a pet friendly airline. Please advise us of any issues being on an aircraft with pets onboard at the time of booking. If traveling with a pet please note the following:
- a. Pets, Dogs and Cats: An import permit is required from the Ministry of Agriculture, Trade and Industry for all animals being brought into the Commonwealth of the Bahamas. For more information, please go to www.bahamas.com. AirGate does not charge for pets to travel with their owners, however, your pets' weight will be counted toward your allowable baggage weight. AirGate requires cats to be in carriers. Dogs that are hyper, unruly and certain breeds may be required to be in kennels and will be loaded at the Captain's discretion. In consideration of fellow passengers, please ensure the cleanliness of your pets. For any questions, please check with your AirGate representative prior to departure date.
 - b. Passengers shall be responsible for any damage caused by pets as further provided for in Section 11 below.
9. **Air Carriers and Aircraft.** The flight will be performed by a FAA certified US 135 Air Carrier including but not limited to AirGate Aviation. Flights may be operated on aircraft ranging from a 3-passenger light twin engine to a 9-seat cabin-class mid-size jet. The operator reserves the right to substitute the Air Carrier with a qualified 135 Air Carrier or to change the aircraft type or capacity and does not guarantee single plane or non-stop service. No refunds or compensation will be given for such substitutions or changes.
10. **Force Majeure**
- a. When there is an event beyond our control, we may have to cancel, divert or delay flights. If your ticket still has value, we'll issue a credit on file for the unused portion of the ticket, but beyond that we are not liable.
 - b. Events beyond our control include meteorological weather conditions, civil disturbances including war, embargoes or unsettled international conditions (real or threatened), acts of terror, labor disputes that involve or effect our service, government regulations or requirements.
11. **Cleaning/Damage.** Passengers will be liable for any damage cause to an aircraft incurred during a flight. Damage caused to an aircraft includes, but is not limited to, torn or scratched leather, spilled drinks, stains on the interior (from ink marks, pets or otherwise), etc. The cost of cleaning or repairs will be charged to the passengers account.
12. **Terms.** As conditions change, AirGate Aviation reserves the right to change these terms without notice.

If you have any other questions, please contact us at **386-478-0600**. Thank you for flying AirGate Aviation!