

CONTRACT OF CARRIAGE (Ticket Purchase Terms)

NOTICE OF INCORPORATED TERMS

All travel on Tailwind is subject to Tailwind's Contract of Carriage, the terms of which are incorporated herein by reference.

NOTICE OF INCREASED GOVERNMENT TAX OR FEE

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

BAGGAGE RULES

Each customer may bring one (1) bag, weighing less than 20lbs (9kg), that fits under the seat in front, in the rear baggage compartment, or in the float baggage compartment free of charge. Passengers may be denied space for any excess baggage. Baggage not meeting Tailwind's weight requirements may be placed on a future flight if space is available. Visit <http://www.flytailwind.com> and <http://www.tsa.gov> for more information.

CHECK-IN TIMES

Customers must be present and checked in at the boarding area at least fifteen (15) minutes prior to scheduled departure or the posted aircraft departure time.

DOCUMENTATION REQUIREMENTS

For domestic travel, customers over the age of 18 may be required to show a U.S. federal or state-issued photo ID that contains the following information: name, date of birth, gender, expiration date and a tamper-resistant feature. Failure to present proper documentation may result in denied boarding.

RESPONSIBILITY FOR SCHEDULE AND OPERATIONS

Tailwind will use its best efforts to carry you and your luggage with reasonable dispatch, but times shown in all publications are not guaranteed and form no part of this contract. Tailwind may, without notice, substitute alternate aircraft and, if necessary, may alter or omit stopping places shown on the ticket. Schedules are subject to change without notice. Tailwind is not responsible for or liable for failure to make connections, or to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall Tailwind be liable for any special, incidental or consequential damages arising from the foregoing.

RESERVATIONS CHANGES & CANCELLATIONS

Up to 24 hours after a ticket is purchased, passengers may cancel their reservation for a full refund. Beginning 24 hours from the time of purchase and up to 72 hours prior to departure time, passengers may change flights without penalty although must pay any increase in fare. Reservations cancelled during this period will be allowed to apply the price of the purchased ticket to future travel on Tailwind for up to one (1) year after purchase. Reservations cancelled within 72 hours and rebooked for future travel will incur a 50% fee based on the original price of the ticket. All tickets are non-refundable. Please call 212-328-9145 or email reservations@flytailwind.com to modify or cancel a reservation.

In the event of a flight cancellation or extensive delay, Tailwind will attempt to notify passengers in advance via the contact information submitted at the time of purchase. In the event of a flight cancellation, customers may choose between a refund or a credit good towards a future flight. We will assist with alternative arrangements to the extent possible.

HAZARDOUS ITEMS

Tailwind does not carry hazardous materials such as spray paint, paint thinner, 140 and over plus proof spirits, pesticides, lye, and any item that contains compressed gases or flammable fuels and/or oils, even if drained. For a complete list of permissible carry-on items, visit the Transportation Security Administration's web site. A complete list of prohibited hazardous items, including downloadable information can be found on the FAA's web site.

LITHIUM BATTERIES

Lithium, lithium-ion batteries that are installed in devices such as a laptop, cell phone and cameras may be carried aboard the aircraft. Spare or extra lithium, lithium-ion batteries of any kind that are not installed in a device are not allowed to be carried on the aircraft. Damaged batteries will not be accepted for transport. Batteries of automobiles, boats, or aircraft will not be accepted for transport.

FIREARMS

Firearms and ammunition will be accepted only as checked baggage, subject to the following rules:

Baggage containing firearms and/or ammunition will be stored in the float baggage compartment.

Firearms and ammunition are accepted as checked baggage only and must be declared to an agent at check-in.

Firearms will only be accepted if unloaded and in a locked, hard-sided container such as a rifle case. TSA approved locks are accepted.

Ammunition in its original packaging from the manufacturer is preferred, however, it will be accepted in fiber, wood or metal boxes, or other packaging specifically designed to carry small amounts of ammunition. Loose ammunition, magazines or clips will not be accepted.

No one under 18 years of age may check a firearm

Ammunition is limited to 11 lbs/5kgs. per passenger

DAMAGED BAGGAGE

In the case of damage to baggage, an initial claim must be filed with Tailwind prior to leaving the arrival airport.

CLAIMS

Failure to report delayed or damaged baggage or missing contents within the prescribed time limit released Tailwind from liability. All claims of value must be verified with actual purchase receipt and comparable value established by Tailwind. All receipts must be submitted within 10 days of submitted claim.

LEGAL ACTION

Legal action premised on or related to damage, delay or loss must be commenced within two years of the date of the incident.

MISSED YOUR FLIGHT

Tailwind will not be responsible for any expenses incurred if your flight is missed.

ACCEPTANCE OF PASSENGERS

Tailwind may refuse to transport any passenger, and may remove an passenger from its aircraft at any time, for any of the following reasons:

Compliance with government regulations.

Passenger refuses to permit a search of his/her person or property.

Passenger refuses to produce positive identification upon request.

Passenger's conduct is disorderly, abusive or violent.

Passenger appears to be intoxicated or under the influence of drugs.

Passenger fails to comply with or attempts to interfere with any member of the flight crew.

Passenger has a communicable disease that has been determined by federal public health authority to be transmissible to other persons in the normal course of flight.

Passenger has an offensive odor not caused by a disability or illness.

Passenger is barefoot or not properly clothed.

Passenger engages in an action, voluntary or involuntary, that might jeopardize the safety of the aircraft of any of its occupants.

Passenger is unable to sit with the seat belt properly fastened.

Passenger is unable to ascend/descend seven (7) stairs, enter the passenger door, and make their way to their seat.

Passenger fails to comply with Tailwind's rules or Contract of Carriage.

Passenger has a physical or mental condition that in Tailwind's opinion, is rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant.

ASSISTIVE DEVICES

Applicable to Tailwind's Cessna Caravan aircraft (less than 9 seats), there are no specialized lifts, boarding chairs or other devices that can be adapted to assist with enplaning or deplaning passengers with mobility issues. Passengers must be able to ascend/descend stairs, enter a door, and make their way to their seat in a crouched position on these aircraft. Tailwind personnel are not required to physically carry a person of limited mobility by hand, but may offer stabilization or balance to the passenger if requested.

Personal oxygen supplies, including oxygen concentrators, are not permitted to be used or carried on board and Tailwind is not authorized to provide medical oxygen.

ESSENTIAL NEEDS DURING EXTRAORDINARY DELAYS

In the case of extraordinary events that result in very lengthy onboard delays, Tailwind will make every reasonable effort to ensure that essential needs are met. We are not responsible for any special, incidental or consequential damages if we do not meet this commitment.

CAUTION PLEASE!

Tailwind seaplane operates in a seashore and marine environment and unavoidably, our facilities are often slippery or wet. Passengers are urged to use extreme caution on all docks, ramps, floats, and when entering and exiting aircraft. Please do not hesitate to take extra time or seek assistance in moving about facilities or on and off our aircraft, as your safety and that of our employees is our highest priority.

Our frequency of operations are limited to less than five round trips per week on any single route between two or more points according to our published flight schedules.