

## Contract of Carriage

Passenger transportation will be provided by Menagerie Enterprises, Inc. d/b/a Monarch Air ("Monarch Air" or "Carrier"), and is subject to the terms of its flight services contract with Rise Alpha, LLC, the following terms and conditions, in addition to any terms and conditions printed on or in any ticket or ticket-less travel authorization, specified on Carrier's website, or published in Carrier's schedules (collectively, the "Agreement"). By accepting transportation from Carrier, all Carrier passengers agree to be bound thereby.

### I. Definitions

- a. Baggage – Articles, effects and other personal property as are necessary or appropriate for wear, use, comfort or convenience in connection with air travel, whether checked in the baggage compartment or carried in the passenger compartment.
- b. Carriage means the transportation of passengers and/or baggage by air, gratuitously or for hire, and all services of Carrier incidental thereto.
- c. Carrier means Menagerie Enterprises, Inc. d/b/a Monarch Air.
- d. Checked baggage means baggage of which Carrier takes sole custody and for which Carrier has attached a baggage tag(s) and/or issued a baggage check(s).
- e. Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.
- f. Ticket – passenger ticket and baggage check which incorporates these Conditions of Carriage.

### II. Application of Conditions

The terms and conditions contained in this Contract of Carriage shall govern the application of all fares, rates, and charges published by Rise Alpha, LLC and the Carrier and will apply only to Carrier's routes and services. No agent, servant, or representative of Carrier has authority to change or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Carrier.

### III. Security

- a. Carrier reserves the right to require the completion of, and may at any time perform, a background check before providing transportation to its passengers. Passengers may be required to provide personal information such as a social security number in connection with this background check. Carrier will protect the confidentiality of its passengers' personal information as required by law. Background checks may be performed by a third party and in accordance with such third party's policies and procedures. A passenger's acceptance of this Agreement and delivery of the

passenger's personal information constitutes consent to Carrier performing a background check. Carrier reserves the right to refuse service, at its sole discretion, to any passenger that does not comply with the request for a background check or based on the results of a background check.

- b. Passengers and their baggage may be subject to inspection with an electronic detector with or without the passenger's consent or knowledge by Carrier personnel or employees of the Transportation Security Agency ("TSA"). Passengers failing to consent to searched requested by Carrier or TSA will be denied boarding.

#### IV. Refusal to Transport

Carrier will refuse to transport, or will remove from an aircraft at any point, any passenger in the following circumstances:

- a. Safety and Government Request or Regulation – Whenever such action is necessary for reasons of aviation safety or to comply with any Federal Aviation Regulation or other applicable U.S. or foreign government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Carrier's control (including, without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances, whether actual, threatened, or reported).
- b. Search of Passenger or Property – Any passenger who refuses to permit the search of his or her person or property for explosives or a concealed, deadly, or dangerous weapon or article.
- c. Proof of Identity (ID)– Any passenger who refuses on request to produce positive identification. Any one of the following two options is deemed a valid form of ID. Each passenger who appears to be 18 years of age or older must present a valid form of ID. An expired ID is not valid for the purposes of this "check"

- a.
  - 1. Option 1: A photo issued by a government authority.
  - 2. Option 2: Two other forms of ID, at least one of which must be issued by a government authority.

- e.d. Special Medical Requirements – Carrier will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on Carrier's aircraft: medical oxygen for use onboard the aircraft, incubators, respiratory assistance devices that must receive power from the aircraft's electrical power supply, or persons who must travel on a stretcher.

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e.e. Qualified Individuals with a Disability – Carrier will transport qualified individuals with a disability in accordance with the conditions and requirements of U.S. Department of Transportation regulations, 14 C.F.R. Part 382, unless the carriage of such individuals may impair the safety of the flight or violate Federal Aviation Regulations.

e.f. Comfort and Safety – Carrier may refuse to transport or remove from the aircraft at any point any passenger in the following categories as may be necessary for the comfort or safety of such passenger or other passengers:

1. Persons whose conduct are or have been known to be disorderly, abusive, offensive, threatening, intimidating, or violent;
2. NOTE: Carrier will not refuse to provide transportation to a qualified individual with a disability solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience crewmembers or other passengers.
3. Persons who are barefoot;
4. Persons who are unable to occupy a seat with the seat belt fastened;
5. Persons who appear to be intoxicated or under the influence of drugs;
6. Persons who are known to have a contagious disease, if the Carrier determines the person's condition poses a direct threat as defined in 14 CFR § 382.3;
7. Persons who have an offensive odor, except where such condition is the result of a qualified disability;
8. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in Federal Aviation Regulation, 14 C.F.R. § 108.11;
9. Manacled persons in the custody of law enforcement personnel; persons brought into the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier's Employees an objection to being transported on the flight;
10. Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition renders the passenger unacceptable for carriage;
11. Infants fourteen (14) days of age or younger, unless approved for carriage in writing by an attending physician; or

12. Persons who are unwilling or unable to abide with Carrier's non-smoking rules.

13. Pregnant passengers are urged to consult with their physicians regarding the safety of air travel during pregnancy, giving special consideration to complications caused by the possibility of turbulence, cabin pressurization, significantly increased risk of deep vein thrombosis associated with pregnancy, and lack of ready access to medical care. By traveling with Carrier, pregnant passengers acknowledge and accept all risks associated with travel during pregnancy.

#### V. Reservations/Travel Confirmation

- a. No person shall be entitled to transportation except upon presentation of a valid Travel Confirmation or proof of identification acceptable to Carrier that transportation has been purchased through Rise Alpha, LLC. Such ticketing documentation, whether electronic or paper documentation shall entitle the person to transportation only between points of origin and destination of the reservation. No reservation shall be considered valid until Carrier has received payment of all applicable fees in full.
- b. Airport check-in time limits: Carrier may cancel the reservation of any passenger who fails to check-in with the appropriate Carrier personnel located at the departure airport at least 30 minutes prior to the scheduled departure time and must be on board the aircraft and seated 10 minutes prior to departure time.
- c. Carrier will refuse to carry any person when such refusal is necessary to comply with an applicable governmental regulation.
- d. When a roundtrip or multi-segment reservation has been made and the passenger fails to claim his or her reservation for the first portion of the trip, Carrier reserves the right to cancel the return or continuing portions of the passenger's reservation for purposes of reservation inventory management.

#### VI. Ground Transportation

Carrier does not assume responsibility for the ground transportation of any passengers or their baggage. Carrier may, at its sole discretion, offer or promote ground transportation options in certain locations or in conjunction with certain bundled, packaged or charter services. Passengers are responsible for charges associated with any such ground transportation that they chose to accept. Carrier assumes no responsibility, and all passengers waive any claims against Carrier, relating to or in connection with any ground transportation that may be offered in connection with Carrier's services.

#### VII. Carriage of Children

- a. Infants Fourteen (14) Days of Age or Younger – Carrier will not provide transportation services to any infant fourteen (14) days of age or younger, unless an attending physician approves such infant for air travel in writing. Infants must be accompanied by a passenger eighteen (18) years of age or older.
- b. Children Under 2 - Children under age 2 must be secured in a seat using an FAA-approved child restraint device.
- c. Children Under Sixteen (16) - Children under age 16 may only travel on Carrier when accompanied by a passenger aged eighteen (18) or older. Carrier will not accept for carriage any unaccompanied children under age 16.
- d. Carrier will not provide transportation to any child, regardless of age, without a confirmed reservation for that child.

VIII. Permissible Checked Baggage

- a. Inspection – All baggage tendered to Carrier for transportation is subject to inspection by Carrier.
- b. Carrier will accept as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger, as the personal property of the fare-paying passenger and not intended for sale to other persons, subject to the following conditions:
- c. Carrier will refuse to accept baggage for transportation on any flight other than the flight on which the passenger is transported;
- d. Carrier will refuse to accept any baggage for transportation if it or its contents cannot withstand ordinary handling, or if its weight, size, or character renders it unsuitable for transportation on the particular aircraft on which it is to be carried, unless the passenger releases Carrier from liability;
- e. Each piece of baggage tendered to Carrier for carriage must have affixed thereto a current identification tag or label with the passenger's name, address, and telephone number (if available);
- f. With the exception of wheelchairs, other mobility aids, and assistive devices used by an individual with a disability, Carrier will not accept as baggage any item having outside measurements (i.e., the sum of the greatest outside length plus the greatest outside height plus the greatest outside width) that exceed eighty (80) inches, or that weigh more than fifty (50) pounds;
- g. Carrier will not transport checked baggage containing live animals;
- h. Carrier will refuse to accept baggage that, because of its nature, contents, or characteristics (such as sharp objects, paint, corrosives, or other prohibited

hazardous materials), might cause injury to passengers or Carrier's Employees, damage to aircraft or other equipment, or damage to other baggage; and

- i. Carrier will not accept baggage that cannot safely be carried in the baggage compartment of the aircraft.

#### IX. Permissible Carry-on Items

- a. Carrier will determine whether or not any baggage of a passenger, because of its weight, size, contents, or character, may be carried in the passenger cabin of the aircraft.
- b. Only small personal items, such as purses, small tablet computers, reading materials, food or beverage for enroute consumption, and coats, jackets, wraps, or similar outer garments, are permitted in the passenger cabin of the aircraft, provided that such items are not harmful or dangerous to other passengers, the flight crew, or the aircraft. Personal items must be securely stowed or held by the passenger, and may not be placed on the floor of the aircraft during taxi, takeoff, and landing. Due to the size of the aircraft operated by Carrier, larger items such as laptop bags, backpacks and large purses cannot be accommodated in the passenger cabin. Except as provided herein, animals may not be carried on the aircraft.

#### X. Acceptance of Baggage for Carriage or Storage

Carrier will accept baggage for checking from a passenger when tendered to Carrier immediately prior to boarding the aircraft, or at an earlier time on the day of commencement of travel as may be authorized by Carrier employees at the departure airport. Carrier will not transport baggage checked by a passenger to a point beyond the destination indicated on the passenger's reservation, to an intermediate stop or connection point, or on any flight other than the flight on which the passenger is scheduled to travel. In its sole discretion, Carrier may accept and store baggage for a flight to be operated on a later date, for pickup on a later date, or for shipping to another destination on a passenger's behalf, provided that the passenger waives all liability for the loss of or damage to such baggage while in Carrier's possession.

#### XI. Fragile and Perishable Items as Baggage

Carrier may, but is not obligated to, conditionally accept previously damaged, improperly packed, fragile, or perishable items for carriage as checked baggage subject to the passenger's assumption of risk for damage to or destruction of such items.

#### XII. Baggage – Limitation of Liability

- a. Carrier's liability, if any, for loss of or damage to baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by an individual with a disability, is limited to the proven actual value of damage or loss, but in no event shall be greater than \$250.00 per passenger.

- b. Carrier will compensate the passenger for reasonable, documented damages incurred as a result of the loss of or damage to such items up to the limit of liability, provided that the damage was caused by Carrier or occurred while the baggage was in Carrier's custody, and the passenger exercised reasonable effort to minimize the amount of damage. Actual value for reimbursement of lost or damaged property shall be calculated as the lesser of the documented original purchase price of the items, less depreciation for prior usage, or the cost to make applicable repairs. In no event will Carrier be liable for damage to bags arising from ordinary wear and tear or broken or damaged handles, zippers, snaps, flaps, rivets or wheels.
- c. Carrier will be liable for such personal property only for the period in which it is in the custody of Carrier. While Carrier will make reasonable efforts to return carry-on items that have been left onboard an aircraft, Carrier assumes no custody or responsibility for property carried onboard an aircraft by a passenger.
- d. Carrier assumes no responsibility and will not be liable for money, jewelry, cameras, photographic, video and electronic equipment (including computers), silverware, natural fur products, precious gems and metals, medication, negotiable papers, securities, business documents, samples, items intended for sale, paintings and other works of art, antiques, collectors' items, photographs, artifacts, antiques, heirlooms, manuscripts, furs, keys, spirits, irreplaceable books or publications, and similar valuables.
- e. If a wheelchair, mobility aid, or assistive device is lost, damaged, or destroyed while in Carrier's possession, Carrier's liability shall be the documented original purchase price of the wheelchair, mobility aid, or assistive device, without depreciation.

### XIII. Firearms

Passengers may not transport firearms on any Carrier flight, as a carry-on item, unless the passenger carrying the firearm is a law enforcement officer carrying the firearm in compliance with the requirements of 49 CFR § 1544.219(a)(1)-(3). Firearms may be transported as checked items provided they are checked, unloaded and without ammunition and with an installed trigger lock.

### XIV. Claims

- a. In the case of loss of, damage to, or delay in delivery of baggage, no claim will be entertained by Carrier unless preliminary written notice of such claim is presented to Carrier at the airport, within four (4) hours after arrival of the flight on which the loss, damage, or delay is alleged to have occurred or within twenty-four (24) hours for missing contents. The preliminary notice may thereafter be amended in writing; however, such amended claim must be presented to Carrier no later than twenty-one (21) days after the occurrence of the event giving rise to the claim.
- b. Failure to provide notice within the foregoing time limits will not bar a claim if the claimant establishes to the satisfaction of Carrier that he or she was unable, through

no fault or omission of the claimant, to provide notice within the specified time limits.

- c. To the maximum extent permitted by law, no legal action on any claim described above may be maintained against Carrier unless commenced within one (1) year of Carrier's written denial of a claim, in whole or in part.

#### XV. Passenger Behavior and Liability

- a. Compliance with Instructions - At all times while onboard Carrier aircraft, passengers shall act in a reasonable and responsible manner and comply with the directions and instructions of the pilots in command of the aircraft.
- b. Smoking - Smoking onboard Carrier aircraft is prohibited by federal law.
- c. Alcohol - Federal law strictly prohibits the consumption of alcohol on Carrier's aircraft except where such alcohol is supplied by Carrier personnel.
- d. Liability - Passengers are liable to Carrier for any damage which they cause to the aircraft or other property and for costs incurred by Carrier to due to the passenger's medical or other emergency or the passenger's inappropriate conduct, including costs for diversion to a different destination.

#### XVI. Carriage of Animals

Except as provided below, animals are not permitted on Carrier aircraft.

- a. Service animals are permitted to accompany a passenger with a qualified disability, provided the animal can fit at the passenger's feet without encroaching on another passenger's space, protruding into the aisle, or blocking an exit. Certain unusual service animals (e.g. snakes, other reptiles, ferrets, rodents and spiders) pose unavoidable safety and/or public health concerns and will not be allowed on Carrier flights. Service animals will not be permitted if they are not properly harnessed and under the passenger's control at all times while on airport premises and Carrier aircraft, or do not behave appropriately for public settings.
- b. Subject to the above, emotional support or psychiatric service animals will only be allowed to accompany a passenger if, at least 48 hours before the flight on which the passenger desires to transport the animal, the passenger provides to Carrier verifiable documentation, less than one year old, on the letterhead of a licensed mental health professional stating: (a) the passenger has a recognized mental or emotional disability; (b) the passenger needs the emotional support or psychiatric service animal as an accommodation for air travel and/or for activity at the passenger's destination; (c) the individual providing the assessment is a licensed mental health professional providing care to the passenger; and (d) the date, type and issuing jurisdiction of the mental health professional's license. Such documentation should be provided to Carrier via email at [contact@monarchair.com](mailto:contact@monarchair.com).

#### XVII. Failure to Operate as Scheduled



- a. Carrier will use its best efforts to notify all affected passengers promptly of planned or unplanned schedule changes and service withdrawals. Carrier will attempt to transport passengers and their baggage promptly and as scheduled. Flight schedules, however, are subject to change without notice, and the times shown in or on Carrier's published schedules and reservations are not guaranteed.
- b. Carrier shall not be liable for any failure or delay in operating any flight due to causes beyond Carrier's control, including but not limited to, acts of God, governmental actions, fire, weather, mechanical difficulties, Air Traffic Control, strikes or labor disputes, or inability to obtain fuel for the flight in question. Carrier shall use its best efforts to notify all affected passengers promptly of planned schedule changes and service withdrawals.
- c. At times, without prior notice to passengers, Carrier may need to substitute other aircraft and airlines and may change, add, or omit intermediate or connecting stops. Carrier cannot guarantee that passengers will make connections to other flights of its own or those of other airlines. In the event a flight schedule changes, Carrier will attempt to so notify affected passengers as soon as possible via the contact information provided by the passenger.

#### XVIII. Compliance with Law and Governmental Regulations

All transportation is sold and all carriage is performed subject to compliance with all applicable laws and governmental regulations, including those of the U.S. Department of Transportation and the Federal Aviation Administration, many of which are not specified herein but are nonetheless binding on Carrier and all passengers.

#### XIX. Waiver and Modification of Contract of Carriage

Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Agreement without prior notice. All changes must be in writing and approved by a corporate officer of Carrier, and except as authorized by an officer of Carrier in writing, no employee or agent of Carrier has the authority to modify, waive or alter any term of the Agreement or otherwise make commitments on behalf of Carrier.

#### XX. Severability

If, for any reason, any portion of the Agreement will be determined by a competent authority to be void or unenforceable, then (a) that portion will be of no effect, (b) the balance of the Agreement will remain in full force and effect, and (c) the Agreement will be performed as though the stricken portion were replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### XXI. Titles

Article titles and subheadings contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles in no way define, limit, or describe the scope or extent of any provision of this Agreement.

XXII. Conflict of Terms

In the event of a conflict between the Contract of Carriage, Membership Agreement, terms printed on any ticket, terms printed on any ticketless travel authorization, and terms specified on Carrier's website, schedules or elsewhere, precedence will be given in the order in which they are listed in the foregoing and if there is more than one version of any that are applicable, the last in time.

XXIII. Choice of Law

The Agreement is governed by and are to be interpreted in accordance with the laws of the State of Texas.

XXIV. Contact Information

Carrier welcomes your questions or comments regarding these terms of service:

Monarch Air  
Attn: Customer Care Department  
4580 Claire Chennault St.  
Addison, Texas 75001

XXV. Effective Date

The Agreement is effective as of January 2, 2015.