

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

**YARINELL ROMÁN, PAUL ROBERTS II,
and JOAQUIN RIVERA** on behalf of
themselves and all others similarly
situated,

CASE NO.

Plaintiffs,

CLASS ACTION COMPLAINT

v.

JURY TRIAL DEMANDED

SPIRIT AIRLINES, INC.,

Defendant.

_____ /

CLASS ACTION COMPLAINT

Plaintiffs Yarinell Román, Paul Roberts II, and Joaquin Rivera (“Plaintiffs”) file this class action complaint (“Class Action Complaint”) on behalf of themselves and all others similarly situated, by and through the undersigned attorneys, against Spirit Airlines, Inc. (hereinafter “Spirit” or “Defendant”), and states as follows:

I. Nature of the Action

1. Unlike all other commercial airlines, Spirit offers its customers the unique opportunity to enter into a contract to “skip” the general population airport security line by purchasing Spirit’s “Shortcut Security” option for \$6 at designated airports in the United States. Spirit’s Shortcut Security option is supposed to be a separate line distinct from the general security line, which is faster for Spirit customers. Anyone who has traveled through the Orlando Airport during a holiday or Spring Break can attest to what a huge value such a benefit would be. As a result, thousands of Spirit customers gladly pay a mere \$6 to skip the long security line at Orlando International Airport. However, the reason that no other airline offers such a service and the reason Spirit can offer it so cheap is because the fee is a complete sham. There is no way to skip the

general security line at the Orlando International Airport. Spirit is simply contracting for something that does not exist. This case seeks refunds for the thousands of customers duped by Spirit's unfair and deceptive business practice.

2. The Shortcut Security agreement is a separate and distinct contract from the customers' Contract of Carriage which pertains to their flight.

3. Spirit offers the Shortcut Security contract through its online website www.spirit.com, and at Spirit electronic kiosks and Spirit agent staffed desks at participating airports.

4. Plaintiff Román purchased Spirit's Shortcut Security option for \$6 on Spirit's website www.spirit.com.

5. Plaintiff Rivera purchased Spirit's Shortcut Security option for \$6 at a Spirit electronic kiosk at Orlando International Airport.

6. Plaintiff Roberts purchased Spirit's Shortcut Security option at the Spirit agent staffed desk at the Orlando International Airport for \$6.

7. Plaintiffs' flights were all departing from the Orlando International Airport (MCO) which is designated by Spirit as a participating Shortcut Security airport location.¹

8. However, Plaintiffs learned that there is no Spirit "Shortcut Security" line available at the Orlando International Airport when they attempted to use their "Shortcut Security" access at the terminal designated for Spirit flights. In fact, the TSA agents at the airport laughed when they tried to ask where the Spirit line was located.

9. Upon information and belief, Spirit's failure to provide "Shortcut Security" is not limited to Orlando International Airport. Instead, it is Spirit's systematic company-wide practice

¹ <https://customersupport.spirit.com/hc/en-us/articles/230896268-Need-Information-About-Shortcut-Security->

to repeatedly enter into agreements and to have customers pay for its “Shortcut Security” option even where the airport the customer is traveling from does not actually provide the service.

10. Therefore, this is a simple class action case about Spirit Airlines methodical, unfair and deceptive business practice of offering and selling “Shortcut Security” benefits when in fact, such benefits do not exist at some locations where it is offered and sold in violation of the Florida Deceptive and Unfair Trade Practices Act FLA. STAT. § 501.201, *et seq* and in breach of the Shortcut Security contract Spirit possesses with Plaintiffs.

II. Jurisdiction and Venue

11. As a result of regularly conducting business, promoting and/or selling, either directly or indirectly through third parties or related entities to consumers throughout the state of Florida, Defendant obtained the benefits of the laws of Florida.

12. The Court has jurisdiction over the state law claims pursuant to 28 U.S.C. § 1332(d), because there are at least 100 Class members in the proposed Class, the combined claims of proposed Class members exceed \$5,000,000, exclusive of interest and costs, and at least one Class member is a citizen of a state other than Defendant’s state of citizenship.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, because most of the events or omissions giving rise to Plaintiff’s claims occurred in this District and Defendant is subject to personal jurisdiction in this District. Additionally, pursuant to 28 U.S.C. § 1391(d), Spirit is subject to personal jurisdiction in the Southern District because its principal place of business is located in the Southern District of Florida

III. The Parties

14. Plaintiff Román was and is a citizen of Florida, at all times relevant to this action.

15. Plaintiff Roberts was and is a resident and citizen of Florida, at all times relevant

to this action.

16. Plaintiff Rivera was and is a resident and citizen of Florida, at all times relevant to this action.

17. Spirit is incorporated in Delaware and headquartered in Miramar, Florida and is a corporate citizen of both Delaware and Florida.

IV. Factual Allegations

A. Shortcut Security

18. Spirit Airlines is a budget airline that offers very low basic fares. However, Spirit attempts to make up for lost profits by offering consumers the opportunity to contract for further amenities or services. Bag fees, seat selection, and food and beverage fees are just a few of the ways that Spirit uses add on fees to increase its profit margin.

19. "Shortcut Security" is Spirit's proprietary alternative to TSA's "Precheck," service which actually skips the general population security checkpoint line at select airports. However, unlike the TSA, (which actually controls airport security), Spirit has no ability or authority to bypass the security line.

20. Regardless, Spirit offers consumers to enter into a standard form Shortcut Security contract online at www.spirit.com.

21. Additionally, the standard form Shortcut Security contract is offered to consumers at the Spirit electronic and Spirit agent staffed kiosks at the following airports that Spirit alleges Shortcut Security is available on their website, including Orlando International Airport (MCO)²:

² <https://customersupport.spirit.com/hc/en-us/articles/230896268-Need-Information-About-Shortcut-Security->

Where is Shortcut Security currently available?

Shortcut Security is currently available at the following airports:

- ATL
- BOS
- BWI
- CLE
- DEN
- DFW
- DTW
- FLL
- LAS
- LAX
- MCO
- MSY
- OAK
- ORD
- PDX
- PHL
- PHX
- RSW
- SAN - Effective June 5th
- SEA
- SJU

22. An actual Spirit Shortcut Security line does not exist at Orlando International Airport and other airports on this list, despite Spirit offering the Shortcut Security contract for Orlando International Airport at www.spirit.com and at the Orlando International Airport Spirit electronic and agent staffed kiosk.

23. Consumers who are “running late” for their flight when checking in at a Spirit electronic or agent staffed kiosk at the airport are vulnerable to the enticing option of entering into a Shortcut Security contract at the airport that would provide them a designated security line and faster time through security.

24. Spirit enters into standard form Shortcut Security contract with hurried consumers or consumers traveling over busy holidays knowing that these consumers will not have time to go back to the Spirit kiosks to confront Spirit once they learn there is no Spirit designated Shortcut Security line. Spirit relies on this exploitation of consumers as a revenue source.

25. Upon information and belief, Spirit’s uniform and repeated practice of entering into

Shortcut Security contracts with consumers, only to not actually offer the service when consumers reach the airport security line, is not limited to Orlando International Airport. Scores of consumers' complaints concerning Shortcut Security are readily available online, including the following few examples:

Don't buy short cut security with Spirit³

Understand it's a budget airline which is fine as long as things are made clear (which for many things they are). However, don't appreciate unfulfilled / potentially deceptive service. Purchased "short cut" security (supposed to be faster) service online. At DFW, agent ushering passengers did not know anything about it and sent us to the general security line. At ORD, agent did direct us to a shorter check point but the check point had already closed - no restrictions on check point timings were highlighted when the purchase for short cut security was made. The airline refused to provide a refund because they "could not verify if the services were actually used or not".

Date of travel: August 2018

Awful, horrible, unbelievable.... Never Again⁴.

I have flown for years...weekly, monthly... very often for work and pleasure. I took a chance on using Spirit Airlines on my trip to Orlando this past week. I paid for shortcut security for 3 people and TSA laughed at me. There is NO such thing. This airlines service is awful, dirty, and the lines on saving you money is a bunch of B.S. I'm disgusted with each customer service call I had regarding this trip. Never again. Your not saving any money on this airline by the time you pay for all their extras. I cannot believe their customer service. Being in customer service myself I'm disgusted! And as an owner of a resort I will tell all of my clients and guests to NOT choose Spirit Airlines. Save yourself the headache... do NOT fly with this airline!

Date of travel: March 2017

Yuck⁵

My husband, two children and I flew Spirit for the first time this week. The flight out was fine, no delays, no hassle getting checked in, friendly crew. Boy on the way home was that ever a different story. We arrived an hour and a half before our flight. It took us over an hour to get our bags checked. It was like nobody behind the counter knew what they were doing. We finally got through that and made it to our gate with about 10 minutes to spare. We were starving and although we had planned to eat at the airport, we didn't have time after the check in fiasco. A three hour flight with 2 starving kids is not fun. Also, one word of caution...do not buy the \$5/passenger upgrade for "security shortcut". TSA looked at me like I was crazy

³ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r452439551-Spirit_Airlines-World.html#

⁴ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r607076240-Spirit_Airlines-World.html#

⁵ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r455760399-Spirit_Airlines-World.html#

when I showed him the upgrade on my boarding pass. So now, the day after vacation, I have to deal with calling them to get my \$20 back. I'm all about discount airlines and don't need the frills but this was just dumb.

Date of travel: January 2017

Pay More!!!!⁶

This flight was delayed 3 times with out any reason. I have family in the area where this plane came from and it was clear sky's. The plane was filthy mess when we finally got into the plan and made it to my destination at 2 am and not 843. I paid for a hotel that I barely got to even sleep in that night. Took the same flight a year ago and my plane was just cancelled with no reason. I had to pay for a hotel to stay by airport because I live 2 hours way. Then when I was flying home yesterday I added short cut security to my ticket and Orlando airport says they don't honor for per check then what the heck did i pay money for? Then I'm on the phone took me 15 to just get past to a person and they said they will not refund the amount I paid. They were so unhelpful to boot i had to do it all over again today to be told i have to Email there help what heck i want To speak to a human!! 10 minutes and a lot of demanding i speak to a women who put me in Hold for an extended time and refunded my money but what a hasssle my whole experience has been with this airline i will pay for any other airline but this one... I travel for work and I have never ever encountered such a poorly run organization.....disappointed for sure ! BUYER BEWARE... choose another airline.

Date of travel: July 2018

Great prices, friendly flight staff but the workers at the airports are the problem⁷. We flew from Detroit to Fort Lauderdale and then on to St. Thomas USVI. We paid extra for security shortcut that was not honored or does not exist in Detroit or Fort Lauderdale. They outright told us that it did not matter what we paid for or what the ticket said, everyone stands in the same line and everybody waits their turn. We wasted money!

Date of travel: December 2016

Expected Very Little. Got even worse⁸.

Two Tickets Confirmation #LCS7FG & ODCF6D. Had no expectations flying Spirit. Could not complete reservation on line and called support. Agent made the seat arrangements for my wife and I. Asked for a confirmation email. Did not receive it. Called and asked an hour later. They said it takes a while. Never received. Never knew if we actually had seats or not. Got to the airport and paid for "Express Check In and Express Security. Never received either. TSA agent said they don't recognize Express at that airport.

Arrived at destination after layover at DFW. My wife's bag made it. Mine did not. All other airlines had a baggage claim office near carousel. Not Spirit. Not being

⁶ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r604060127-Spirit_Airlines-World.html#

⁷ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r452494378-Spirit_Airlines-World.html#

⁸ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r586230377-Spirit_Airlines-World.html#

able to find any help we went to Ticket Agent who agreed to help after checking in line of passengers. About 30 minutes later. Bag showed up about 26 hours later.

Upon return to Atlanta, took 30 minutes for bags to get to carousel. Following day requested credit for the bogus "Express Check In and Express Security". Support has offered a Spirit Credit which is completely useless. I paid in US Dollars and I want a refund in US Dollars. Not a worthless credit on a worthless airline. Not even going to bother putting in claim for clothes and toiletries than i had to buy for wedding then next day. Had all the grief I can handle with Spirit

Date of travel: May 2018

Worst customer service⁹

This was the WORST customer service I've ever received. We arrive at the airport after getting off of a cruise only to find out the ticket will not open for about 2 hours. So we are forced to wait at the ticket counter until their "shift starts." When we call customer service to ask why our email says "make sure to arrive at LEAST 2 or more hours before your flight " but they won't open until they feel like it. We were told "it's a generic email!" Well the way obvious and not helpful at all. Then I was told of I paid extra I could get some fast pass through security. Lie! It never worked for TSA and then the rep said if we wanted that reimbursed "fill out a form and we will review it." This airline is a joke and not worth the lower price. I guess it's true, you get what you pay for. NEVER AGAIN will we fly this airline.

Date of travel: October 2018

26. Therefore, not actually offering Shortcut Security at Orlando International Airport is not an isolated occurrence, rather, it is a part of a much larger company-wide scheme designed to be repeated as a profit center for Spirit.

27. It is an unfair and deceptive practice for Spirit to enter into a Shortcut Security contract with consumers, not actually offer the service at the contracted location, and subsequently keep the monies consumers paid to Spirit, despite not delivering any benefit of the bargain to consumers.

28. The Shortcut Security Contract Spirit entered into with Plaintiffs and other similarly situated consumers is a separate and distinct contract from Plaintiffs' Spirit Airline

⁹ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r625068397-Spirit_Airlines-World.html#

Contract of Carriage.

29. The Contract of Carriage governs Spirit customers' flight reservation, flight fare, refusal of guests, acceptance of children, baggage, schedule changes, delayed flights, canceled flights, denied boarding, refunds, non-revenue guests, tarmac delay plan, and guest service plan. Nowhere in the Contract of Carriage is the Shortcut Security contract incorporated by reference.

Exhibit A

30. Paragraph 13.2 of Spirit's Contract of Carriage titled "No Class Action," which prohibits class actions brought pursuant to Spirit's Contract of Carriage, is inapplicable to the "Shortcut Security" contract between Plaintiffs and Spirit because the "Shortcut Security" contract between Spirit and Plaintiffs was separate and distinct from the Contract of Carriage.

B. Plaintiff Román's Shortcut Security Contract

31. In or around October 2018, Plaintiff Román purchased a Spirit flight departing from Orlando International Airport from Spirit's website www.spirit.com, which is governed by Spirit's Contract of Carriage.

32. Plaintiff Román also entered into a contractual agreement that was separate and distinct from her flight's Contract of Carriage for Shortcut Security in the amount of \$6.00.

33. The only description Spirit provided Plaintiff Román concerning the nature of the Shortcut Security contract is "Breeze through security and get settled quicker! Purchase Shortcut Security to get access to a dedicated lane."

34. "Purchase Shortcut Security to get access to a dedicated lane" leads reasonable consumers, such as Plaintiff Román, to the logical conclusion that there will be a designated Spirit security line that is separate from the general security line if they purchase "Shortcut Security."

35. Plaintiff purchased Shortcut Security because she wanted to go through airport

security in a faster designated line as opposed to the general security line which is often long and takes more than half an hour.

36. On the day of her flight, Plaintiff Román proceeded to the appropriate security checkpoint in Spirit Airline's terminal, but could not identify a dedicated Spirit Shortcut Security line or any variation of that line such as Spirit "priority," "premium," or "business/first class" lines.

37. Plaintiff approached the Transportation Security Administration ("TSA") employee stationed at the security checkpoint line and asked where the Spirit "Shortcut Security" line was located. The TSA informed her that there is no dedicated Spirit "Shortcut Security" line or any sort of priority lane for Spirit customers at the Orlando International Airport.

38. Plaintiff proceeded through the general security line after her discussion with the TSA employee, despite contracting and paying for a promised dedicated Spirit Shortcut Security line.

39. Plaintiff received no benefit from the Shortcut Security contract.

40. Spirit retained the monies she paid Spirit in exchange for Shortcut Security, despite not providing the service.

41. Plaintiff suffered damages as a result of Spirit's Orlando kiosk selling and advertising "Shortcut Security," yet not providing the service at all at Orlando International Airport

42. Spirit repeats this company-wide scheme to all consumers who are similarly situated to Plaintiff.

C. Plaintiff Roberts Shortcut Security Contract

43. In or around April 2019, Plaintiff Roberts made a flight reservation departing from Orlando International Airport, which is subject to Spirit's Contract of Carriage. He did not purchase Spirit's Shortcut Security option at the time he purchased his ticket.

44. When Plaintiff Roberts arrived at Orlando International Airport, he checked in at the Spirit agent staffed kiosk and noticed that the airport was very busy.

45. At the staffed Spirit kiosk, Plaintiff Roberts was offered a contract by Spirit that was separate and distinct from his flight's Contract of Carriage for Shortcut Security for \$6.

46. Plaintiff Roberts accepted Spirit's offer for "Shortcut Security" at Spirit's staffed kiosk by paying \$6, for the sole purpose of having a dedicated Spirit security lane rather than using the general security lanes.

47. After purchasing "Shortcut Security," Plaintiff Roberts proceeded to the appropriate security checkpoint in Spirit Airline's terminal, but could not identify a dedicated Spirit "Shortcut Security" line or any variation of that line such as Spirit "priority," "premium," or "business/first class" lines.

48. TSA employees told Plaintiff Roberts there was no Spirit Shortcut Security line at the Orlando International Airport.

49. Plaintiff Roberts proceeded through the general security line after his discussion with a TSA employee, despite contracting and paying for a promised distinct Spirit Shortcut Security line.

50. Plaintiff Roberts did not receive any benefit from his Shortcut Security contract.

51. Spirit retained the monies Plaintiff Roberts paid for the Shortcut Security contract, despite not providing the dedicated line.

52. Plaintiff Roberts suffered damages as a result of Spirit's Orlando staffed kiosk contracting with Plaintiff for Shortcut Security, yet not providing the service at all.

D. Plaintiff Rivera's Shortcut Security Contract

53. In or around 2019, Plaintiff Rivera made a flight reservation departing from

Orlando International Airport, which is subject to Spirit's Contract of Carriage. At the time he purchased his ticket, he did not purchase Spirit's Shortcut Security option.

54. When Plaintiff Rivera arrived at the Orlando International Airport in or around June 2018, he checked in at the electronic Spirit kiosk.

55. At the electronic Spirit kiosk, Plaintiff Rivera was offered a contract by Spirit that was separate and distinct from his flight's Contract of Carriage for Shortcut Security.

56. Plaintiff Rivera accepted Spirit's offer for Shortcut Security" by clicking on the option through Spirit's electronic kiosk, by inserting a credit card at that time to pay for having a dedicated security lane that was different and quicker than the general security line.

57. After purchasing "Shortcut Security," Plaintiff Rivera proceeded to the appropriate security checkpoint in Spirit Airline's terminal, but could not identify a dedicated Spirit Shortcut Security line or any variation of that line such as Spirit "priority," "premium," or "business/first class" lines.

58. TSA employees told Plaintiff Rivera there was no Spirit Shortcut Security dedicated line at the Orlando International Airport, despite Plaintiff contracting and paying for a distinct Spirit Shortcut Security option.

59. Plaintiff Rivera suffered damages as a result of Spirit's Orlando electronic kiosk selling Shortcut Security to Plaintiff, yet Spirit does not provide the service at all.

E. The Airline Deregulation Act

60. The Airline Deregulation Act ("ADA") preemption clause stops states from imposing their own substantive standards with respect to rates, routes, or services, but not from affording relief to a party who claims and proves that an airline dishonored a term that the airline itself stipulated. This distinction between what the States dictate and what the airline itself

undertakes confines courts, in breach of contract actions, to the party's bargain, with no enlargement or enhancement based on state laws or policies external to the agreement.

61. Here, Spirit dishonored the Shortcut Security contract agreement that it offered and stipulated to with Plaintiffs and that was a separate contract from Spirit's Contract of Carriage with Plaintiffs, therefore, the ADA does not preempt Plaintiffs' state law claims.

V. Class Action Allegations

62. Plaintiffs seek to bring this case as a class action, pursuant to Rule 23 of the Federal Rules of Procedure. The proposed classes are defined as follows:

Online Class: All persons within the United States who, according to Spirit Airline's records, purchased Shortcut Security from www.spirit.com for a specific date at a participating airport location and a dedicated Shortcut Security line was not offered at that location on that date, within the applicable limitations period.

Staffed Kiosk Class: All persons within the United States who, according to Spirit Airline's records, purchased Shortcut Security from a Spirit staffed airport kiosk and a dedicated Spirit Shortcut Security line was not offered at that airport location, within the applicable limitations period.

Electronic Kiosk Class:

All persons within the United States who, according to Spirit Airline's records, purchased Shortcut Security from a Spirit electronic airport kiosk and a dedicated Spirit Shortcut Security line was not offered at that airport location, within the applicable

limitations period.

Collectively, the Classes are referred to herein as the “Class.” Expressly excluded from the Class are: (a) any Judge or Magistrate presiding over this action and members of their families; (b) Spirit and any entity in which Spirit has a controlling interest, or which has a controlling interest in Spirit, and its legal representatives, assigns and successors; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

63. Plaintiffs reserve the right to amend the Class definitions if further investigation and discovery indicates that the Class definitions should be narrowed, expanded, or otherwise modified. Because Spirit is headquartered in Florida, its unfair and deceptive practices complained of herein were developed and orchestrated from its headquarters in Florida and Florida law should apply to all claims of all class members regardless of where they are located.

Rule 23(a) Criteria

64. **Numerosity.** Spirit’s scheme has harmed and continues to harm consumers. The members of the proposed Class are so numerous that joinder of all members is impracticable.

65. The exact number of Class members is unknown as such information is in the exclusive control of Spirit. However, due to the nature of the trade and commerce involved, Plaintiffs believe the Class consists of easily thousands of consumers, geographically dispersed throughout the United States and within the state of Florida, making joinder of all Class members impracticable.

66. **Commonality.** Common questions of law and fact affect the right of each Class member and common relief by way of damages is sought for Plaintiffs and Class members.

67. The harm that Spirit has caused or could cause is substantially uniform with respect to Class members. Common questions of law and fact that affect the Class members include, but

are not limited to:

- (a) Whether Spirit contracted to provide a non-existing Shortcut Security service into the stream of commerce in Florida and other states;
- (b) Whether Spirit was unjustly enriched by the sale of the non-existing Shortcut Security at Orlando International Airport;
- (c) Whether Spirit knew, or should have known, that they sold Shortcut Security at airport locations that do not provide the service;
- (d) Whether Spirit engaged in fraudulent, false, deceptive and /or misleading misconduct with respect to charging and collecting for Shortcut Security at a location where Spirit does not provide the service;
- (e) Whether Spirit omitted material information when they advertised, marketed, and sold Shortcut Security; and
- (f) Whether the members of the Class have sustained damages and, if so, the proper measure of such damages.

68. **Typicality.** The claims and defenses of the representative Plaintiffs are typical of the claims and defenses of the Class. Each named Plaintiff purchased the Shortcut Security option in the manner described herein and shall represent those class members that purchased through the same avenue. The claims of the named Plaintiffs are the same as the claims of similarly situated class members who also purchased the Shortcut Security option for Orlando or other locations where the service was not available.

69. **Adequacy of Representation.** The representative Plaintiffs will fairly and adequately assert and protect the interests of the Class:

- (a) Plaintiffs have hired attorneys who are experienced in prosecuting class action claims and who will adequately represent the interests of the class; and
- (b) Plaintiffs have no conflict of interest between themselves and the class members they seek to represent that will interfere with the maintenance of this class action.

Rule 23 (b) Criteria

70. A class action provides a fair and efficient method for the adjudication of this controversy for the following reasons:

- (a) The common questions of law and fact set forth herein predominate over any questions affecting only individual Class members;
- (b) While the Class is so numerous as to make joinder impractical, the Class is not so numerous as to create manageability problems. There are no unusual legal or factual issues that would create manageability problems;
- (c) Upon information and belief, Spirit is responsible for selling Shortcut Security at Orlando International Airport where the service is not provided, making this forum appropriate for the litigation of the claims of the entire Class; and
- (d) The claims of the individual Class members are small in relation to the expenses of litigation, making a Class action not only superior to other available options, but the only procedural method of redress in which Class members can, as a practical matter, recover.

VI. Causes of Action

COUNT I
Breach of Contract
(On Behalf of Online Class)

71. Plaintiffs repeat and re-allege paragraphs 1 through 70 as if set forth herein in full.

72. In or around October 2018, Plaintiff Román contracted with Spirit for Shortcut Security on www.spirit.com.

73. Plaintiff Román's Shortcut Security contract was separate and distinct from her Spirit Contract of Carriage. The terms and conditions of the Contract of Carriage do not apply to Plaintiff Román's and Class members' Shortcut Security contracts.

74. Plaintiff Román and Class members performed all conditions precedent to filing this action.

75. Plaintiff Román and Class members' Shortcut Security contract promised a security line that was its own distinct line and not the general security line used by the general public.

76. Spirit breached the Shortcut Security contract with Plaintiff Román and Class members because there was no designated Shortcut Security line at the Orlando International Airport or other airports serviced by Spirit.

77. Spirit also breached its Shortcut Security contract with members of the class traveling to other airports that do not have a designated Spirit security line.

78. Plaintiff received no benefit from the Shortcut Security contract.

79. As a direct and proximate result of Spirit's breach, Plaintiff Román and Class members have been harmed by paying for Shortcut Security, but when they attempted to use the Shortcut Security, there was no designated Shortcut Security line available.

COUNT II
Breach of Contract
(On Behalf of Staffed Kiosk Class)

80. Plaintiffs repeat and re-allege paragraphs 1 through 70 as if set forth herein in full.

81. In or around April 2019, Plaintiff Roberts contracted with Spirit for Shortcut Security at the Spirit staffed kiosk at Orlando International Airport.

82. Plaintiff Roberts' Shortcut Security contract was separate and distinct from his Spirit Contract of Carriage. The terms and conditions of the Contract of Carriage do not apply to Plaintiff Robert and Class members' Shortcut Security contracts.

83. Plaintiff Roberts and Class members performed all conditions precedent to filing this action.

84. Plaintiff Roberts and Class members' Shortcut Security contract promised a security line that was its own distinct line.

85. Spirit breached the Shortcut Security contract with Plaintiff Roberts and Class members because there was no designated Shortcut Security line at the Orlando International Airport or other airports serviced by Spirit.

86. Plaintiff Roberts received no benefit from the Shortcut Security contract.

87. As a direct and proximate result of Spirit's breach, Plaintiff Roberts and Class members have been harmed by paying for Shortcut Security but when they attempted to use the Shortcut Security, there was no designated Shortcut Security line available.

COUNT III
Breach of Contract
(On Behalf of Electronic Kiosk Class)

88. Plaintiffs repeat and re-allege every allegation above, as if set forth herein in full.

89. In or around June 2018, Plaintiff Rivera contracted with Spirit for Shortcut Security at an electronic Spirit kiosk at Orlando International Airport.

90. Plaintiff Rivera's Shortcut Security contract was separate and distinct from his Spirit Contract of Carriage. The terms and conditions of the Contract of Carriage do not apply to Plaintiff Rivera and Class members' Shortcut Security contracts.

91. Plaintiff Rivera and Class members performed all conditions precedent to filing this action.

92. Plaintiff Rivera and Class members' Shortcut Security contract promised a security line that was its own distinct line.

93. Spirit breached the Shortcut Security contract with Plaintiff Rivera and Class members because there was no designated Shortcut Security line at the Orlando International Airport or other airports serviced by Spirit.

94. Plaintiff received no benefit from the Shortcut Security contract.

95. As a direct and proximate result of Spirit's breach, Plaintiff Rivera and Class members have been harmed by paying for Shortcut Security at Orlando International Airport, but when they attempted to use the Shortcut Security, there was no designated Shortcut Security line at Orlando International Airport.

COUNT IV

**Violation of the Florida Deceptive and Unfair Trade Practices Act
FLA. STAT. § 501.201, *et seq.*
(On Behalf of the National Class)**

96. Plaintiffs repeat and re-allege every allegation above, as if set forth herein in full.

97. Plaintiffs and Class members are "consumers" within the meaning of Fla. Stat. § 501.203(7) because they are individuals.

98. Spirit was engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8) because they were offering and advertising the Shortcut Security service.

99. Spirit is headquartered in Florida and, on information and belief, it operates its call center and online purchasing software from within the State of Florida. It also collects funds from Shortcut Security sales within the State of Florida.

100. Spirit entered into contracts to provide Shortcut Security to Plaintiffs at a location where the Shortcut Security service is nonexistent and retained the monies Plaintiffs paid pursuant to the contract, despite providing no service.

101. The Shortcut Security contract was supposed to provide a dedicated Spirit Shortcut Security line at Orlando International Airport.

102. Spirit’s conduct constitutes unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices within the meaning of Fla. Stat. § 501.204, et seq. because there was no designated Shortcut Security line at the Orlando International Airport or other airports serviced by Spirit.

103. As described above, Plaintiffs purchased Spirit’s Shortcut Security in reliance upon Spirit’s false statements and omissions. A reasonable consumer would understand the Shortcut Security contract to mean that there would be a dedicated Shortcut Security line available at the airport in which they were going through security.

104. Because there was no dedicated Spirit Shortcut Security line at Orlando International Airport, Spirit caused Plaintiffs’ injuries, which can be measured with specificity from the cost of the Shortcut Security contract.

105. As a result of Spirit’s misrepresentations, Plaintiffs suffered actual damages within the meaning of Fla. Stat. § 501.211, because the Shortcut Security contract service that Plaintiffs

purchased was nonexistent at Orlando International Airport and other non-participating airports and the service failed to live up to Spirit's representations.

COUNT V
Unjust Enrichment
(On Behalf of the National Class)

106. Plaintiffs repeat and re-allege every allegation above, as if set forth herein in full.

107. Plaintiffs and the Class have conferred substantial benefits on Spirit by purchasing Shortcut Security, and Spirit has knowingly and willingly accepted and enjoyed these benefits.

108. Spirit either knew or should have known that the payments rendered by Plaintiffs and the Class were given and received with the expectation that a designated Shortcut Security line would be provided as represented and contracted for. For Spirit to retain the benefit of the payments under these circumstances is inequitable.

109. Spirit, through misrepresentations, intentional omissions, or other sharp business practices in connection with the advertising, marketing, promotion, and sale of Shortcut Security reaped benefits, which resulted in Spirit's wrongful receipt of payments for a service that was not provided.

110. Equity demands disgorgement of Spirit's ill-gotten gains. Spirit will be unjustly enriched unless Spirit is ordered to disgorge those profits for the benefit of Plaintiffs and the Class.

111. As a direct and proximate result of Spirit's wrongful conduct and unjust enrichment, Plaintiffs and the Class are entitled to restitution from an institution of a constructive trust disgorging all profits, benefits, and other compensation obtained by Spirit.

VII. Prayer for Relief

112. WHEREFORE, Plaintiffs pray that this case be certified and maintained as a class action and for judgment to be entered against Defendant Spirit as follows:

- A. Enter an order certifying the proposed Classes, designating Plaintiffs as the Class representatives, and designating the undersigned as Class counsel;
- B. Declare that Spirit is financially responsible for notifying all Class members of the problems with Shortcut Security at certain locations;
- C. Declare that Spirit must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale of non-existing Shortcut Security, or order Spirit to make full restitution to Plaintiffs and the members of the Class;
- D. For economic and compensatory damages on behalf of Plaintiff and all members of the Class;
- E. For actual damages sustained;
- F. For punitive or exemplary damages;
- G. For injunctive and declaratory relief;
- H. For reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action pursuant to the FDUTPA; and
- I. For such other and further relief as this Court deems just and appropriate.

Jury Demand

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted this 12th day of June, 2019.

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Attorneys for Plaintiffs

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 Yarinell Román, Paul Roberts II, and Joaquin Rivera, on behalf of themselves and all others similarly situated
(b) County of Residence of First Listed Plaintiff Outside this District
(c) Attorneys (Firm Name, Address, and Telephone Number) Brian W. Warwick, Janet R. Varnell, Varnell & Warwick, P.A. P.O. Box 1870, Lady Lake, FL 32158; 352-753-8600

DEFENDANTS Spirit Airlines, Inc.
County of Residence of First Listed Defendant Outside this District
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
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 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):
FLA. STAT. § 501.201, et seq
Brief description of cause: violation of the Florida Deceptive and Unfair Trade Practices Act

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 06/12/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Brian W. Warwick

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Yarinell Román, Paul Roberts II, and
Joaquin Rivera, on behalf of themselves and all
others similarly situated

Plaintiff(s)

v.

Spirit Airlines, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Spirit Airlines, Inc.
c/o Corporation Service Company, Registered Agent
251 Little Falls Drive
Wilmington, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Brian W. Warwick
Janet R. Varnell
Varnell & Warwick, P.A.
P.O. Box 1870
Lady Lake, FL 32158

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Exhibit A



CONTRACT OF CARRIAGE
INCLUDES GUEST SERVICE PLAN &
TARMAC DELAY PLAN

UPDATED AS OF DECEMBER 7, 2018

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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) 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)).

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) 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](https://customersupport.spirit.com/hc/en-us/articles/217154817) at <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.

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

SPIRIT AIRLINES CONTRACT OF CARRIAGE 7

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;
- 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;

SPIRIT AIRLINES CONTRACT OF CARRIAGE 8

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.

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.

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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).

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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) 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 319, 320, 32A and 32B 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

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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. Spirit Airlines will not assume any financial or guardianship responsibilities for an unaccompanied child beyond those applicable to an adult guest. In addition, Spirit Airlines will not assume any liability for any out-of-pocket expenses incurred by the adult transporting the unaccompanied minor from the airport in the event of a delay and/or flight cancellation.
- 5.2.8. Gate Passes and Handling Procedures for Unaccompanied Minors
 - 5.2.8.1. 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.

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.
 - 5.2.8.2. The adult must remain at the airport until 15 minutes after the flight takes off.

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5.2.8.3. 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.

5.2.8.4. 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.

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.

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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->.

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.

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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 Puerto Rico or St. Thomas, U.S.V.I.), for an extra charge, Spirit will only accept domesticated dogs, cats and in some cities small household birds including parrots, finches, canaries and parakeets. Birds that are not considered household birds are farm poultry, waterfowl, game birds, birds of prey, or flightless birds. Birds are not accepted to and from cities in Puerto Rico and St. Thomas U.S.V.I.

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.

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, with a maximum of two (2) pets per container, per guest with a confirmed reservation is permitted. The pet(s) may NOT be removed from the container during transit.
- 4) A maximum of four (4) 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. There is no limit to the number of service animals allowed per guest. 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 two or more service animals is required. If the animals cannot be accommodated together at a single passenger seat, the guest may purchase a second seat, so that the animal can be accommodated in accordance with FAA safety

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regulations or the guest may be accommodated on a later flight where more seats are available.

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

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.
- 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

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- 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).

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

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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.

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

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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.

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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.

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

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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	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. * Liquor products over 70% alcohol by volume (over 140 proof) will NOT be accepted.	Yes – with exceptions*	Yes – with exceptions*	Yes

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

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Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Bicycles	<p>Bicycles are included as part of the guest's standard baggage allowance and will be accepted for a special charge per direction (charged at the airport on the day of departure). Oversize limits and charges are waived for bicycles. Overweight charges are waived for bicycles.</p> <p>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.</p> <p>* Spirit reserves the right to refuse transportation of these items due to safety and/or operational limitations.</p>	No	Yes – with exceptions*	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

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Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Dry Ice	<p>Spirit accepts solid dry ice in quantities not exceeding 5.5 lbs.</p> <p>As carry-on, dry ice must be used as a refrigerant for the contents of the package, and must be packaged in a ventilated container.</p> <p>As checked baggage, the container must be marked with the name of the contents being cooled, net weight and also marked CARBON DIOXIDE.</p>	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 except as required by law.	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

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Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
<p>Firearms & Ammunitions</p>	<p>Firearms 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 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. 	<p>No</p>	<p>Yes</p>	<p>No</p>

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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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Golf Equipment	Oversize charges are waived for golf bags containing golf clubs. A pull cart may be included if it is attached to the golf bag. 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)

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Hockey Equipment	One item of hockey equipment includes two (2) hockey sticks (taped together) and one bag containing only hockey equipment. Oversize charges are waived for hockey bags containing hockey sticks. *Hockey sticks will not be accepted as carry-on baggage.	Yes – with exceptions*	Yes	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Household Articles	Lamps, lamp shades, furniture and items of similar nature are acceptable if properly packaged.	Yes	Yes	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Incubators	Incubators are NOT allowed for transport.	No	No	N/A

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Javelin/ Vaulting Pole Equipment	Size limits are waived for javelin/vaulting pole equipment; however, oversize and overweight charges apply. * Spirit reserves the right to refuse transportation of these items due to safety and/or operational limitations.	No	Yes – with exceptions*	Yes

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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. Oversize charges are waived for lacrosse bags containing lacrosse sticks. * 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

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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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

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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

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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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Portable Oxygen Concentrators	Portable Oxygen Concentrators (POC) are battery-powered concentrators that provide the user with a pulse flow of concentrated oxygen, without storing <u>oxygen</u> . 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.	Yes	Yes	No

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Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
	<p>The FAA approved list is as follows:</p> <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 Equipment (Water or Snow)	Size limits are waived for ski equipment; however, oversize and overweight charges apply.	No	Yes	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Scuba Diving Equipment	<p>Compressed gas cylinders (scuba tanks), full or empty, will NOT be accepted for transport.</p> <p>* Sharp objects, such as unloaded spear guns, knives and tools, must be packed in checked baggage only, and must be sheathed or securely wrapped.</p>	Yes – with exceptions*	Yes	Yes

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Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Skateboards	Non-motorized/Non-battery operated skateboards will be accepted as checked baggage only.	No	Yes	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Snowboards, Wakeboards, Boogie boards, Body boards, and Kiteboards	There is no additional charge for these items provided they meet the size and weight limitations listed in section 7.3.2.1 and section 7.3.2.2 . Items that exceed 62 linear inches will be classified as surfing equipment and will have a special charge per direction (charged at the airport on the day of departure).	No	Yes	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Surfing Equipment	Surfboards are included as part of the guest's standard baggage allowance and will be accepted for a special charge per direction (charged at the airport on the day of departure). A maximum of (2) two surfboards will be accepted in one case. These items will be subject to a charge whether or not presented as a single piece or the maximum of two (2) item allowance in one case. 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

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
Tennis Equipment		Yes	Yes	Yes

Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
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

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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

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Item	Description	Carry-on?	Checked?	Requires Limited Liability Release
<p>Urns, Human/Animal Remains & Organs</p>	<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> <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>	<p>Yes – with exceptions*</p>	<p>Yes – with exceptions*</p>	<p>No</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).

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- 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)
 - 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.

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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.

- 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 1,131 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,

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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.
- 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.

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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.

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.

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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.
- 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.

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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
- 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)

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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;
- 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.

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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, 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 dependants, buddy pass holders, and other airline employees who will be explained 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 for death, personal injury, and in respect to loss of, or damage to, baggage.

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

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- 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.

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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.

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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>.

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.

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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

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->

For aircraft disinfection requirements, visit the [Aviation Consumer Protection Division website](http://www.transportation.gov/airconsumer) at (<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](#) 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->

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.

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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.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Spirit Airlines' \\$6 Security Line Skip Option Is a 'Complete Sham,' Class Action Lawsuit Says](#)
