



Contract of Carriage



Updated as of March 8, 2013

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1. Reservations

1.1. Confirmed Seats

- 1.1.1. Direct bookings made with Spirit Airlines, customers who have purchased a reservation via www.spirit.com or by contacting 801-401-2200 hold a confirmed reservation.
- 1.1.2. Travel agency or internet travel site bookings (customers who have purchased reservations through a travel agency or on the internet) other than at www.spirit.com hold a confirmed reservation.

1.2. Cancellation of Reservations

All reservations are subject to cancellation without notice if:

- 1.2.1. The customer is not present at the boarding gate at least 15 minutes prior to the scheduled departure time for domestic flights; or 30 minutes prior to the scheduled departure time for international flights even if the customer has already checked in for the flight at a location designated for check-in.
- 1.2.2. The customer fails to fulfill the requirements of the fare type of that reservation. (For example, the customer who fails to notify Spirit and fails to travel on any segment of a booked itinerary will have all subsequent segments cancelled.)
- 1.2.3. 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.
- 1.2.4. If Spirit refuses to transport the customer for any of the reasons stated above, the customer would not be eligible for denied boarding compensation.

1.3. Check-In

- 1.3.1. Check-in begins three (3) hours prior to departure at the Spirit airport ticket counter or may occur within 24 hours prior to flight departure if eligible for online check-in. Beginning January 24, 2012, customers who choose to have their boarding pass printed by an agent at the airport will be charged a fee at certain airport locations.
- 1.3.2. Spirit reserves the right to cancel the reservation or seat assignment of any customer who does not have a boarding pass at least 30 minutes prior to scheduled or posted departure; 45 minutes for Atlanta, Chicago, Dallas/ Ft. Worth, Denver, Fort Lauderdale, Las Vegas, Los Angeles, Orlando, San Juan; and 60 minutes for all International and U.S.V.I. flights except for Aruba, Armenia, Bogota, Cancun, Medellin, Managua, Panama, San Jose, St. Thomas, U.S.V.I. and St. Maarten which require to check-in 60 minutes prior to scheduled departure time.
- 1.3.3. Customers wanting to check baggage are required to do so at the ticket counter at least 30 minutes prior to scheduled or posted departure; 45 minutes for Atlanta, Chicago, Dallas/ Ft. Worth, Denver, Fort Lauderdale, Las Vegas, Los Angeles, Orlando, San Juan; and 60 minutes for all international and U.S.V.I. flights.

2. Confirmed Reservation Validity

2.1. Confirmed Reservation Validity

No one shall be entitled to transportation without a confirmed reservation. Customers with confirmed reservations will be entitled to air transportation between airports of origin and destination. Confirmed reservations are valid for the dates and flights indicated in the reservation.

2.2. 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.

3. Fares

3.1. General

Fares are subject to change until purchased. All domestic and international fares are per customer for each way of travel and include the base fare plus any applicable taxes, fees and surcharges. Additional Spirit [fees](#) 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 and transferable.

3.2. Currency

All fares and charges are listed in United States dollars.

3.3. Itinerary Modifications

3.3.1. All Fares

(a) Changes or cancellations to an itinerary may be made prior to departure for a per customer service fee, plus any differential in airfare for the alternate requested date(s) or flight(s) any difference in government taxes and fees, and, with the exception of fees for carry-on bags and first and second checked bags, any difference in carrier's ancillary charges. Certain government taxes and Spirit fees may be excluded from the residual value.

(b) Refunds are not permitted for requests made within 7 days prior to departure. A Future Travel Credit will be issued (less any applicable fees, charges and/or taxes) for refund requests made within 7 days prior to departure. Future Travel Credits must be booked within 60 days of issuance for travel on any flight dates available in the system and have no cash value. Future Travel Credits are non-transferable.

(c) Refunds are allowed for reservations made 7 days or more prior to your departure, provided that you make the refund request within 24 hours of your initial reservation.

(d) Name changes can only be made by contacting Spirit's Reservation Center and are permitted up to 7 days prior to the initial departure, for a per customer fee. The following exceptions and restrictions apply:

I. \$9 Fare Club Membership: if original booking contains any \$9 Fare Club pricing, the new customer will need to purchase \$9 Fare Club membership or be a \$9 Fare Club member to be eligible for that pricing.

II. Travel voucher: if original booking was paid using a travel voucher, voucher will be re-issued to original customer with the original expiration date and the voucher amount shall be paid by the new customer.

III. Award bookings: name changes shall not apply to award bookings.

IV. Insurance: travel insurance is non-transferable via Spirit (customer must contact Travel Guard).

V. Customers cannot pay the name change fee using a travel voucher.

3.4. Stopover

A stopover is a voluntary interruption in the customer's journey at an intermediate city, which may result in a higher fare based on the sum of the local fares. A stopover occurs when a customer arrived at an intermediate city and fails to depart from that city on the flight:

- 3.4.1. on which space is available; or
- 3.4.2. that will provide for the customer's earliest arrival at another city or the customer's destination.

3.5. Routing

A fare applies only to the following:

- 3.5.1. Transportation via the intermediate cities specified by Spirit in reference to that fare. Any other routing may subject the customer to an additional charge.
- 3.5.2. Transportation between the airports. 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.

3.6. Children's Fare

Spirit Airlines does not offer children fares.

4. Acceptance/Refusal of Customers

4.1. Identification

A customer who refuses or fails to produce identification upon request may be denied service.

4.2. Conduct/Condition

A customer shall not be permitted to board the aircraft or may be required to leave an aircraft if that customer's conduct is disorderly, abusive or violent or if the customer:

- 4.2.1. is or appears to be intoxicated or under the influence of drugs;

- 4.2.2. interferes or attempts to interfere with any member of the flight crew in the pursuit of his/her duties;
- 4.2.3. is or is perceived by the flight crew to pose a security threat to the airline and/or other customers;
- 4.2.4. has a contagious disease that is transmissible during the normal course of a flight, e.g., chicken pox;
- 4.2.5. is unable or unwilling to sit in a seat with a seat belt fastened during the normal course of a flight;
- 4.2.6. is barefoot or inadequately clothed; and fails to obey lawful instructions of flight crew members.
- 4.2.7. Customers denied boarding and/or required to leave an aircraft for safety and/or regulatory reasons under paragraph 4.2 and its sub sections will not be eligible for a refund.
- 4.2.8. Persons who have an offensive odor may be refused transportation and removed from the aircraft unless caused by a qualified disability.

4.3. Prisoners

Spirit Airlines will not transport prisoners in the custody of law enforcement under any circumstances with or without restraints.

4.4. Respiratory Assistive Devices/Portable Oxygen Concentrators (POC)

Certain respiratory assistive devices (including portable oxygen concentrators, respirators, and ventilators) designated by the Federal Aviation Administration may be used on board Spirit Airlines. Customers using such permitted devices must do so strictly in accordance with applicable regulations, including the carriage of sufficient batteries. Spirit Airline personnel are not trained to assist with or operate such devices. Customers may contact Spirit at 1-801-401-2220 or refer to spirit.com for a list of acceptable devices and associated requirements.

4.5. Pregnancy

Customers who are pregnant are urged to consult with their physician on whether it is safe to travel by air, including with due consideration to 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.

4.6. Disabilities

All customers with disabilities will be provided transportation except when refused transportation per the Federal Aviation Regulations regarding safety. Customers with disabilities need not give advance notice. A 48-hour advance notice is only required for the services, equipment, and accommodations stated in the U.S. Department of Transportation's 14 CFR part 382.37 (c) regarding nondiscrimination on the basis of disability in air travel.

4.6.1. Attendants

Customers 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 U.S. Department of Transportation's 14 C.F.R. part 382.29 regarding nondiscrimination on the basis of 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).

4.6.2. Customers of Size

Additional Seat Purchase – The purchase of more than one seat for use by a single customer is required to accommodate a customer of size who encroaches on an adjacent seat area and/or is unable to sit in a single seat with the armrests lowered.

- 4.6.2.1. The customer of size can either purchase a seat assignment in a Big Front Seat or purchase another seat on the aircraft.
- 4.6.2.2. It is the customer'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. If there are no available seats in the aircraft, the customer reservation is refunded without any service fee or the customer will be booked to the next available flight.

4.7. 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 disabled. There is no limit to the number of service animals allowed per customer. Check with the destination country for rules of acceptance of service animals as certain countries have restrictions and/or quarantine guidelines.

When properly behaved and accompanying a disabled customer, the service animal will be permitted in the cabin, but may not occupy a seat. Spirit reserves the right to ask if an animal is needed to provide assistance for a disability and may request documentation for service animals.

4.7.1. 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 customer seeks to travel with an animal that is used as an emotional support or psychiatric service animal, Spirit Airlines is not required to accept the animal for transportation in the cabin unless the customer provides current documentation (i.e., no older than one year from the date of the customer's scheduled initial flight) on the letterhead of a licensed mental health professional (e.g., psychiatrist, psychologist, licensed clinical social worker) stating the following:

- (1) The customer has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition (DSM IV);
- (2) The customer needs the emotional support or psychiatric service animal as an accommodation for air travel and/or for activity at the customer's destination;
- (3) The individual providing the assessment is a licensed mental health professional, and the customer is under his or her professional care; and
- (4) The date and type of the mental health professional's license and the state or other jurisdiction in which it was issued.

Animals trained to detect explosives or trained for search and rescue on official duty status may be transported. Spirit Airlines request the right to request documentation.

4.8. Refusal to Transport

Spirit may refuse to transport, or remove from any flight, any customer for the following reasons:

- 4.8.1. Compliance with any government regulation or with government request for emergency transportation in connection with national defense or national disasters (actual, threatened, or reported).
- 4.8.2. 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.
- 4.8.3. Refusal by a customer to permit a search of person or property for explosives, or for deadly or dangerous weapons, articles, or substances.
- 4.8.4. Spirit may refuse to transport any customer who is traveling across any international boundary if:
 - 4.8.4.1. the travel documents of such customer are not in order;
 - 4.8.4.2. for any reason, such customer's embarkation from, transit through or entry into any country from, through, or to which such customer desires transportation would be unlawful; or
 - 4.8.4.3. such customer fails or refuses to comply with the rules and regulations of Spirit.

4.9. Passports/Visas

Compliance with Regulations:

- 4.9.1. The customer shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of Spirit. Spirit shall not be liable for any aid or information given by any agent or employee of Spirit to any customer in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or the consequences to any customer resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.
- 4.9.2. Spirit is not liable to the customer for loss of expenses due to the customer's failure to comply with this provision. Spirit reserves, in its sole discretion, the right to refuse carriage to any customer who has not, in the judgment of Spirit, complied with applicable laws and regulations.
- 4.9.3. The customer agrees to pay the applicable fare whenever Spirit, on government order, is required to return a customer to his or her point of origin or elsewhere due to the customer's inadmissibility into or deportation from a country, whether of transit or of destination.

- 4.9.4. Spirit reserves the right to hold, photocopy, or otherwise make an image reproduction of a travel document presented by any customer and accepted by Spirit as a condition of boarding.

5. Acceptance of Children

5.1. Accompanied Children

- 5.1.1. For travel wholly within the United States and its territories, children under 15 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a customer at least 15 years of age.
- 5.1.2. For travel to/from an international destination, children under 15 years of age must be accompanied by a customer 15 years of age or older, and are required to have a valid passport and all foreign government documentation required for entry into and departure from the foreign country. These documents must be provided to Spirit at time of check in. It is the customer's responsibility to verify foreign government documentation and entry requirements.

5.2. Unaccompanied Children

Unaccompanied children are accepted for transportation 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 nor on international flights.
- 5.2.2. Children less than 5 years of age will not be accepted for unaccompanied travel.
- 5.2.3. All travel by unaccompanied children must be on flights on which the child holds a confirmed reservation. The unaccompanied child must be brought to the airport by the parent or other responsible adult who must remain until 15 minutes after the flight's departure. Spirit must be provided the name and phone number of the parent or other responsible adult who will meet the child upon deplaning.
 - 5.2.3.1. The Customer 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.
 - 5.2.3.2. The person dropping off the child must obtain a gate pass at the reservation counter (where permitted), escort the child to the gate, and remain in the gate area with the unaccompanied minor for at least 15 minutes after the flight takes off. The person picking up the unaccompanied minor must obtain a gate pass at the reservation 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.

5.2.3.3. Spirit Airlines will not assume any financial or guardianship responsibilities for an unaccompanied child beyond those applicable to an adult customer. 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 when there is a delay and/or flight cancellation.

5.2.4. A service fee will apply for all unaccompanied minors and includes Federal Excise Tax required to be collected and remitted to the U.S. government.

5.2.5. Gate Passes and Handling Procedures for Unaccompanied Minors

All Unaccompanied Minors must check in at the reservation counter. The person bringing and/or picking up the Unaccompanied Minor must obtain a gate pass at the reservation counter at the airport permitting them to accompany the minor to/from the gate. Electronic Gate Passes are only provided for an escort of an Unaccompanied Minor and for people who require assistance. They 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.

5.2.6. Traveling to/from international destinations, Spirit does not offer unaccompanied minor service. Young adults aged 15 or older can travel alone provided they have a valid passport and any other documents required by the country they are traveling to.

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 customer may carry on his or her lap one child over seven (7) days and under two (2) years of age. 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 made for the child over seven (7) days and under two (2) years of age, the child may travel in a separate seat, provided that the child must be securely placed in an FAA approved child restraint system (car seat) that conforms to the following guidelines:

5.3.2.1. Child Seats manufactured before 2/26/1985 must bear the label "This child restraint system conforms to all applicable federal motor vehicle safety standards."

5.3.2.2. 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."

- 5.3.2.3. Child Seats bearing the approval of a foreign government or seats manufactured under the standards of the United Nations are also acceptable.
- 5.3.3. An infant, age seven (7) days or less or an infant requiring an incubator or other life-support systems shall be denied boarding.
- 5.3.4. On Spirit Aircraft there are specific placement policies for child car seats. See HELP on www.spirit.com.

6. Baggage

6.1. Carry-On Baggage

- 6.1.1. One (1) carry-on bag is permitted in the aircraft cabin.
- 6.1.2. Spirit Airlines customers may bring one (1) carry-on bag plus one (1) personal item (such as a purse, briefcase, laptop computer, backpack, musical instrument, or duty free item) on board.
- 6.1.3. 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). Pieces exceeding these dimensions must become checked baggage.
- 6.1.4. Personal items that exceed the dimensions of 16 inches by 14 inches by 12 inches (40 cm x 35 cm x 30 cm) are no longer considered a personal item and will be charged a carry-on or checked bag fee.
- 6.1.5. All baggage fees are non-refundable and may be paid in advance or at the airport.
- 6.1.6. The following items are not counted as carry-on items:
 - a) Assist pet carrier when traveling with assist/service animal
 - b) Camera
 - c) Crutches/Canes/Braces or other prosthetic device upon which the customer is dependent
 - d) Food for consumption on board the flight
 - e) Infant bag, when traveling with the infant
 - f) Infant/Child Safety Seat, when the child is carried in the seat
 - g) One Duty Free box or bag containing Duty Free items
 - h) Outer garments (coats/hats/wraps)
 - i) Reading material for the flight
 - j) Stroller, when the child is carried in the stroller
 - k) Umbrella

6.1.7. 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 fees.

6.1.8. Car Seats

6.1.8.1. Car seats may be carried on board the aircraft if a seat has been purchased for the child; one (1) child per car seat. If the car seat is not able to be safely accommodated on the aircraft (ex. car seat too large for the aircraft seat) and the customer has purchased an extra seat, a refund will be issued without penalty.

6.2. Checked Baggage

6.2.1. Fees apply for all checked baggage. All checked baggage fees are non-refundable and may be paid in advance or at the airport. Certain countries may require taxes be collected on baggage fees. In such instances, in addition to any other applicable fee set forth herein, such taxes will be collected by Spirit and paid over to the taxing authority or as required under local regulations. In the event of a modification of itinerary the customer must pay any increase in the checked baggage fee. See Section 3.3.1.

6.2.2. Standard Size and Weight and General Requirements:

6.2.2.1. Any checked baggage that exceeds the standard size and weight limit is subject to excess baggage fees in addition to the standard checked bag fee (a standard checked bag is defined as a bag not exceeding 62 linear inches (length + width + height) in overall size and 40 pounds in weight).

Spirit Airlines will not accept baggage that weighs more than 99 pounds. An exception to this is Lima, Peru where the maximum weight of a bag can be no more than 50 pounds. Spirit Airlines will not accept baggage that measures more than 80 linear inches in a single dimension, or has combined dimensions exceeding 160 linear inches.

Certain countries may require taxes be collected on baggage fees. In such instances, in addition to any other applicable fee set forth herein, such taxes will be collected by Spirit and paid over to the taxing authority or as required under local regulations.

6.2.2.2. Special items such as surfboards, bicycles and other sporting equipment are not included in the customer's standard baggage allowance and are subject to an extra charge.

6.2.3. Checked Baggage Restrictions

6.2.3.1. Only one (1) checked bag per customer is permitted to/from certain destinations, whether reserved online in advance, through Reservations or at the airport. Customers can check www.spirit.com

under HELP for specific countries affected and for additional baggage restrictions, if any.

While we guarantee all customers the ability to purchase carriage for one (1) checked bag, any allowed additional checked bag(s) are based on available space, which may be determined at www.spirit.com.

- 6.2.4. Spirit will check baggage for a customer with a valid reservation subject to the following conditions:
 - 6.2.4.1. Baggage must be checked at the airport in advance of flight departures. Baggage will not be accepted more than four (4) hours before schedule departure time.
 - 6.2.4.2. Name identification is required on the outside of all baggage. Spirit recommends placing identification, including phone number, on the inside as well.
- 6.2.5. Baggage will only be checked to:
 - 6.2.5.1. To the customer's final destination or to the customer's next airport of stopover.
 - 6.2.5.2. Spirit will refuse to transport or will remove at any airport, baggage that a customer refuses to submit for inspection. Spirit may refuse to transport a customer's baggage on any flight other than the flight carrying the customer.

Infant/child seats and strollers are accepted as checked baggage at no charge, and are NOT considered part of the customer's baggage allowance.

Wheelchairs and other mobility devices are accepted as checked baggage at no extra charge, and are NOT considered part of the customer's normal baggage allowance.

6.2.6. Delayed, Damaged and Lost Baggage

Spirit Airlines is a member of [NetTracer](#) - a computerized baggage tracing system with over 300 member airlines and 2,200 airports worldwide participating to assist in the location of misdirected customer baggage. If a bag is delayed, a Spirit Airlines representative must be notified before leaving the airport or no later than four hours of arrival (unless applicable law or treaty provides for a longer period of time) at your destination.

The Central Baggage Service office can be contacted Monday through Friday from 9:00am to 5:00pm Eastern Time at 1-877-888-5926 Option 2.

6.2.7. Delayed Bag - Reimbursable Expenses

Spirit Airlines allows reasonable interim expenses for customers 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 and must be receipted.

6.2.8. Delayed Bags – In Excess of Five (5) Days

If your baggage has not been located and returned within five days, mail a [Customer Property Form](#) to the Central Baggage Claims Office.

It is our policy that a completed CUSTOMER PROPERTY FORM, inclusive of all the documents listed for a claim for compensation. All items valued at \$50.00 and over must include a receipt (original proof of purchase, copies are not accepted) in order for compensation to be paid. This is stated on the Customer Property Form (the form used to file a claim).

Spirit Airlines Baggage Claims
ATTENTION: Luggage Resolution Department
Spirit Airlines, Inc.
2800 Executive Way
Miramar, FL 33025
Fax: (248)-727-2674

6.2.9. Damaged Bags

If your bag is damaged, a Spirit Airlines representative must be notified within four (4) hours of arrival (unless applicable law or treaty provides for a longer period of time) at your destination. All reports must be made in person at the airport.

6.3. Fragile and Perishable Items

Fragile/Perishable items may be accepted if 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. 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, musical equipment, paintings, perfumes, liquids, bottles, musical instruments, 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 the like.

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 customers. Fragile and perishable items will be accepted if the tube, container or case is designed for shipping such items or it is packed with airline approved, protective material.

6.4. Conditions for Acceptance of Special Items

6.4.1. The following items may be accepted as carry-on and/or checked baggage with restrictions. Baggage Fees apply to ALL checked items and also carry-on items (size and weight charges may apply). Additional fees apply for Special Items and are outlined below where applicable. Checked baggage may require a limited liability release tag, which can be obtained at the Spirit Airline's airport ticket counter.

SPIRIT DOES NOT PROVIDE SHIPPING BOXES.**6.4.1.1. Alcohol**

A maximum of 5 L or 1.3 gallons of liquor products containing between 24% and 70% alcohol by volume are allowed to be carried per customer. Liquor products over 140 proof or 70% alcohol by volume are not allowed onboard the aircraft. Containers must be unopened and packaged so as not to break or leak. Liquor cartons provided for hand carriage by Duty Free Shops are permitted; however, if more than 3 oz., U.S. Customs requires the item to be checked as baggage. A release form will also need to be signed by the customer.

6.4.1.2. Antlers

Antlers will be accepted as baggage. The following conditions of acceptance apply: Dimension (H + W + L) must not exceed 120 inches. Head/skull must be completely clean and free of residue. Points must be covered and protected. One (1) rack per customer with a confirmed reservation and cannot be combined or cradled with two (2) or more racks. A release form will also need to be signed by the customer.

6.4.1.3. Archery Equipment

Archery equipment will be accepted as baggage. One (1) item of archery equipment consists of: One (1) bow, One (1) quiver, One (1) maintenance kit. Archery equipment must be packed in a case or container of sufficient strength to protect the bows and quiver with arrows from accidental damage. A release form will also need to be signed by the customer.

6.4.1.4. Artistic Items

Oversized pictures, drawings, statues, models, souvenirs, art objects, curios and similar articles. Small items accepted in carry-on. A release form will also need to be signed by the customer.

6.4.1.5. Balls/Balloons

Footballs, soccer balls, basketballs, volleyballs may be transported. Items may need to be slightly deflated for safe transport. Helium balloons may be transported if completely deflated. These items are acceptable as carry-on or checked baggage. A release form will also need to be signed by the customer.

6.4.1.6. Baseball Equipment

Baseball equipment will be accepted as baggage. A release form will also need to be signed by the customer. One (1) item of baseball equipment consists of: four (4) bats, Helmet, Uniform, Cleats, Batting

gloves, Glove, Catcher will have additional equipment (padding, mask, etc.).

6.4.1.7. Bicycles

Bicycles will be accepted as checked baggage for an additional charge per direction (charged at the airport on the day of departure). One (1) item of bicycle equipment is defined as one (1) non-motorized touring or racing bicycle with a single seat. Bicycles should be prepared for transportation by the customer. Bicycle must be placed in a cardboard or hard cased bike container. Bicycle tires must be deflated. Bicycles not enclosed will not be accepted. A release form will also need to be signed by the customer.

6.4.1.8. Bowling Equipment

Bowling equipment will be accepted as baggage. A release form will also need to be signed by the customer. One (1) unit of bowling equipment consists of: three (3) bowling balls, one (1) bowling bag, one (1) pair of shoes. Bowling bags are acceptable as carry-on bags but 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.

6.4.1.9. Boxes and Plastic Containers

Boxes may be transported to all locations except when embargos are in place. The following conditions apply: 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. Boxes and plastic containers (such as Rubbermaid®) are accepted on both domestic and international flights with the following conditions: A Limited Liability Release tag must be completed, and waiver signed by the customer. Boxes must meet the same size and weight restrictions as checked baggage; sizes and weight charges may apply. Boxes containing or having contained hazardous material are not accepted.

6.4.1.10. Camping Gear

Backpacks, sleeping bags, and knapsacks made of plastic, vinyl, or other easily torn material with or without metal frames, outside pockets, or protruding straps and buckles are acceptable as checked baggage only. Any dangerous goods such as flares, camping stove fuel, etc. may not be carried. A release form will also need to be signed by the customer.

6.4.1.11. Ceramics/Chinaware/Glass

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 may be accepted as checked baggage if properly packed. A release form will also need to be signed by the customer.

6.4.1.12. Chainsaws

Electric chainsaws are acceptable as checked luggage ONLY, provided they are packaged in original container or hard sided container for safe transport. A release form will also need to be signed by the customer. 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.

6.4.1.13. Dry Ice

As carry-on, Spirit accepts solid dry ice in quantities not exceeding 5.5 lbs. Dry ice must be used as a refrigerant for the contents of the package, and must be packaged in a ventilated container. As checked baggage, Spirit accepts solid dry ice in quantities not exceeding 5.5 lbs. The container must be marked with the name of the contents being cooled, net weight and also marked CARBON DIOXIDE. A release form will also need to be signed by the customer.

6.4.1.14. Electronic Cigarettes (e-cigarettes)

E-cigarettes are not allowed to be used onboard any Spirit Airlines flight.

6.4.1.15. Electronics

All video and audio devices including, but not limited to televisions, radios, computers, stereo equipment, VCR players, VCR recorders and their accessories, typewriters, hair dryers, sewing machines, specialized equipment, and similar articles may be accepted. A release form will also need to be signed by the customer.

6.4.1.16. Firearms

Spirit Airlines will allow customers to transport firearms in accordance with applicable regulations. Except for personnel authorized by the federal government, the following conditions must be met:

- (a) Firearms are accepted as checked baggage only and must be declared to an agent at check-in.
- (b) No one under 18 years of age may check a firearm. A customer who presents baggage containing a firearm must declare that the weapon is unloaded and will be required to sign a Firearm Declaration tag.
- (c) Firearms must be packed in a hard-sided container specifically designed for the firearm; a locked hard-sided gun case; a locked hard-sided piece of luggage.
- (d) A handgun packed in a hard-sided gun case may be packed inside a soft-sided piece of luggage.
- (e) Firearms may not be checked curbside.
- (f) Baggage containing firearms must be locked at all times and the key or lock combination retained by the customer.
- (g) If the firearm in the hard-sided, locked container is inside a piece of checked baggage, the Firearm Declaration Tag will be placed inside the checked baggage and proximate to, but not inside of, the hard-sided, locked container.
- (h) If the firearm is not inside another piece of checked baggage (for example: a rifle case), the Firearm Declaration Tag will be placed inside the hard-sided, locked container.
- (i) Ammunition must be packed in the original manufacturing package or metal/wood box, with a maximum of 11 pounds per customer.
- (j) Loose ammunition or clips will not be accepted.

NOTE: Firearms are NOT permitted to/from international destinations.

6.4.1.17. Fishing Equipment

Fishing poles should be boxed or in a case. A release form will also need to be signed by the customer. One (1) item of fishing equipment consists of: Two (2) rods, One (1) reel, One (1) landing net, One (1) pair of waders (properly encased), and one (1) tackle box.

6.4.1.18. Golf Equipment

Golf equipment will be accepted as baggage. Golf clubs can be transported as a normal checked item if within the standard weight limit (size limits are waived for golf clubs). Checked baggage weight charges apply. Fees will apply and clubs must be within the checked baggage weight limits. A release form will also need to be signed by the customer for soft-sided golf bags. One (1) item of golf equipment consists of: One (1) golf bag, containing no more than 14 golf clubs, 12 golf balls, one (1) pair of golf shoes. 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.

6.4.1.19. Hockey Equipment

Hockey equipment will be accepted as baggage. A release form will also need to be signed by the customer. One (1) item of hockey equipment consists of: Hockey pads, Helmet, Hockey pants/jersey, Gloves, Skates and two (2) hockey sticks.

6.4.1.20. Household Articles

Lamps, lamp shades, furniture and items of similar nature are acceptable if properly packaged. A release form will also need to be signed by the customer. These items will be accepted in as baggage in lieu of a piece of standard baggage.

6.4.1.21. 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. A release form will also need to be signed by the customer.

6.4.1.22. Incubators

Incubators are NOT allowed for transport.

6.4.1.23. Kayak, Boat, Canoes

Kayaks, Boats, and Canoes are NOT allowed for transport.

6.4.1.24. Lacrosse Equipment

Lacrosse equipment will be accepted as baggage. A release form will also need to be signed by the customer. One (1) item of lacrosse

equipment consists of: two (2) lacrosse sticks, Helmet, Gloves, Shoulder pads and Uniform.

6.4.1.25. Martial Arts

Billy clubs, blackjacks, brass knuckles, kuboton, martial arts weapons, night sticks, nunchaku, stun guns, shocking devices and throwing stars are accepted as checked baggage only. A release form will also need to be signed by the customer.

6.4.1.26. Musical Instruments

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. Fragile items without appropriate packaging will be accepted for domestic travel upon the execution of a release furnished by Spirit Airlines relieving Spirit Airlines of liability for loss/damage of checked baggage. Musical instruments are permitted as carry-on baggage as long as they fit within Spirit Airlines carry-on dimensions of 22" + 18" + 10" inches length + width + height.

6.4.1.27. Musical Instruments as Seat Baggage

Spirit Airlines allows customers to carry their musical instrument in the cabin with them if the instrument exceeds the size restrictions for carry-on baggage and/or the customer believes that the instrument is too fragile to be handled as checked baggage. The customer must purchase an extra seat for the instrument. Cost of the seat is the applicable fare for the portions of the flight that the extra seat is requested plus sales tax. The musical instrument must be secured in or against a window seat (not in an Emergency Exit Row). The customer must be seated in the seat directly next to the instrument. Seat baggage must not weigh more than 170 lbs. and must meet the size restrictions based on aircraft type and cannot block placards or signs.

6.4.1.28. Nebulizers

Nebulizers, Respirators and Ventilators can be brought on board Spirit aircraft. Such devices with labels showing that they meet FAA safety requirements can be used during flight.

6.4.1.29. Oxygen

Contained oxygen and other gasses, e.g., in cylinders, canisters may not be carried on Spirit's aircraft as checked baggage or carry-on. Spirit does not offer oxygen onboard its aircraft.

6.4.1.30. Paintball Equipment

Paintball guns are prohibited from carry-on luggage. These items should be packed in checked luggage. Paintball guns are not considered a firearm and may be transported in unlocked, soft or hard-sided luggage. A release form will also need to be signed by the customer. Compressed gas cylinders are NOT permitted for carriage on Spirit Airlines. They are considered a hazardous material and Spirit Airlines does not carry such materials.

6.4.1.31. Parachute Equipment

Parachute equipment will be accepted as baggage. A release form will also need to be signed by the customer. One (1) item of parachuting equipment consists of: One (1) sporting parachute and any additional items (example: rigging, etc) securely attached. Sporting parachutes are acceptable as carry-on baggage provided the parachute and its accessories meet carry-on size limitations and do not include any items that are prohibited from being carried, e.g., compressed gas cylinders or flares.

6.4.1.32. Perishables

Cut flowers, plants, foods such as fruits, vegetables, untreated animal skins or hides, and similar articles requiring maintenance at specific temperatures such as medicine must meet local agricultural guidelines. A release form will also need to be signed by the customer.

6.4.1.33. Photographic Equipment

All cameras, including but not limited to, VCR recorders/players, photoflash equipment, photometers, spectrometers, 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 will be accepted as baggage. A release form will also need to be signed by the customer.

NOTE: Chemicals used for film development are NOT accepted for transport.

6.4.1.34. Portable Oxygen Concentrators

Portable oxygen concentrators (POC) are battery-powered concentrators that provide the user with a pulse flow of concentrated oxygen, without storing oxygen. These units are FAA approved for aircraft travel: AirSepFreeStyle, AirSepLifeStyle (must also have a sticker that states RTCS/DO compliant), Delphi Evo Central Air, DeVilbiss Healthcare's iGo, Inogen One, Inogen's Inogen One G2, International Biophysics Corporation's LifeChoice, Invacare Solo2, Invacare XPO2, Oxlife's Independence Oxygen Concentrator, Respiroics Inc. EverGo, and SeQual Eclipse. These items may be used on Spirit aircraft and do not count toward the customer's carry-on baggage.

6.4.1.35. Precision Instruments

Microscopes, oscilloscopes, meters, counters, polygraphs, electrographs, medical equipment and similar articles will be accepted as baggage. A release form will also need to be signed by the customer.

6.4.1.36. Ski Equipment (Water or Snow)

Ski equipment may be accepted as baggage. One (1) unit of ski equipment consists of: One (1) pair of skis or one (1) snowboard, One (1) pair of ski poles, One (1) pair of ski bindings, and One (1) pair of ski boots. Spirit Airlines will accept double ski bags; however, the maximum allowance per customer is one (1) pair of skis, one (1) pair of ski boots, one (1) pair of ski poles and one (1) pair of ski bindings. A limited liability release form must be signed by the customer

6.4.1.37. Scuba Diving Equipment

Scuba diving equipment (except for tanks) will be accepted. Sharp objects, such as unloaded spear guns, knives and tools, must be packed in checked luggage only, and must be sheathed or securely wrapped. A release form will also need to be signed by the customer. Scuba diving equipment consists of: one (1) regulator, one (1) mask, two (2) fins, one (1) snorkel, one (1) knife, one (1) unloaded spear gun, one (1) BCD vest, and one (1) dive lamp (battery must be removed from lamp). Scuba tanks will be accepted as checked baggage for an additional charge provided that the tank is completely empty and the valve is removed.

6.4.1.38. Surfing Equipment

Surfboards, wakeboards, boogie boards, body boards, will be accepted as checked baggage for an additional charge. A maximum of (2) two similar items 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. Surfboard keels and/or kedges must be removed or crated in such a manner so as to prevent damage to other checked baggage. Spirit Airlines will not be liable in the event that the items are damaged, lost, or spoiled upon arrival. A limited liability release form must be signed by the customer

6.4.1.39. Tennis

Tennis equipment will be accepted as baggage. A release form will also need to be signed by the customer. One (1) item of tennis equipment consists of: Tennis equipment contained in a case.

6.4.1.40. Tools/Power Tools

Axes, hatchets, cattle prods, crowbars, hammers, drills, table saws, screwdrivers, wrenches pliers and electric chain saws only. Acceptable as checked baggage only.

6.4.1.41. Wheelchairs

In addition to the standard baggage allowance and at no charge, Spirit Airlines will accept one (1) wheelchair per customer according to the following requirements and limitations: The wheelchair will be carried in the cargo compartment of the aircraft, if in-cabin storage space is not available. All types of wheelchairs are accepted, collapsible or non collapsible, electric-powered with wet or dry cell batteries. At the time of check-in, electric-powered wheelchairs must have cables disconnected and terminals protected against electrical shortages. For wet cell battery powered wheelchairs, customers must provide Spirit Airlines 24 hours notice of intent to transport. Customers must check in at the departure gate at least 45 minutes prior to the scheduled flight departure time. Battery must be disconnected and terminals protected against electrical shorting. Battery 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.

6.4.1.42. Windsurfing Equipment

Windsurfing equipment is not accepted for transportation on Spirit Airlines.

6.4.1.43. Wood Carvings

Wood carvings will be accepted as carry-on or check baggage. A release form will also need to be signed by the customer.

Note: Customers transporting wood carvings to/from Jamaica are required to place the item(s) in Checked Baggage per Jamaican government regulations.

6.4.1.44. Urns

Customers may transport an urn/crematory container. The TSA suggests that a customer purchase a temporary or permanent crematory container made of a lighter weight material such as wood or plastic that can be successfully x-rayed.

6.4.2. Seat Baggage

An item of baggage may occupy a seat, subject to applicable regulations, provided the customer 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. No pets are accepted as seat baggage.

6.4.3. Pet Animals in Cabin

Spirit Airlines does not accept pets in cabin for travel on international flights except in the case of service animals. Depending on the international destination, specific documentation regarding the service animal may be required. Please contact Spirit Customer Service at 801-401-2220.

6.4.3.1. 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.), Spirit will accept, for an extra charge, small pets (domestic dogs, cats and in some cities small household birds). Check with spirit.com for specifics on bird restrictions. Spirit will accept for transportation in the customer 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 customer 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 (LxWxH). 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 customer 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 in a container.

6.4.4. Pet Animals Checked as Baggage:

Spirit Airlines does not accept pets as cargo or as checked baggage.

6.5. Restricted Articles

The following are 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.

6.5.1. Liquor products over 140 proof

- 6.5.2. Gasoline-powered tools
- 6.5.3. Compressed gases
- 6.5.4. Corrosives (such as acids and wet batteries)
- 6.5.5. Explosives (such as dynamite, but also including fireworks)
- 6.5.6. Flammables (such as matches and lighter fuels)
- 6.5.7. Poisons
- 6.5.8. Magnetic and radioactive materials and all other items by government regulations
- 6.5.9. Additional prohibited or restricted hazardous or dangerous goods and materials can be found in the following resources in effect at the time of travel:
 - 6.5.9.1. U.S. Department of Transportation (DOT) hazardous materials regulations (49CFR 171-177)
 - 6.5.9.2. IATA dangerous goods regulations
 - 6.5.9.3. U.S. Transportation Security Administration permitted and prohibited items

6.6. Limitations of Liability

On domestic flights Spirit does not accept the following items in or as checked or carry-on baggage and assumes no responsibility or liability for such items: money, negotiable papers, securities, business documents, irreplaceable books, manuscripts, publications, photographic or electronic equipment, computers, computer hardware or software, jewelry, watches, eyeglasses (prescription or non-prescription), silverware, china, precious metals, heirlooms, furs, tobacco products, antiques, artifacts, paintings and other works of art, medicines, human organs, perfumes, samples, or any similar valuable or fragile items or items not packaged in accordance with other rules here.

For domestic travel, in the case of baggage damage, delay or loss, a Luggage Service Report must be filed in person at the final destination. Such report must be filed within four (4) hours of the arrival of the flight on which the customer traveled. Spirit Airlines will not be liable for loss or damage to unchecked baggage unless such damage is caused by our negligence, which does not include damage resulting from turbulence or shifting of items during flight.

For international travel, in the case of baggage damage, the person entitled to delivery must complain in writing to Spirit as soon as possible after discovery of the damage, and at the latest in writing seven (7) days from receipt of checked baggage. In the case of delay or loss, complaints must be made at the latest within twenty-one (21) days from the date on which the baggage has been placed at the customer's disposal or should have been placed in his/her disposal in the case of loss.

Spirit will not be liable for loss, damage, or delay as the result of actions taken by the Transportation Security Administration (TSA), Customs, or other governmental agencies.

Reasonable efforts will be made to deliver delayed baggage within 24 hours of flight arrival. Baggage delayed due to customer's late check-in, change in destination after check-in or a customer traveling Stand-by, will be delivered at the customer's expense.

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.

6.6.1. Domestic Baggage – Limitation of Liability

For travel wholly between U.S. points, liability for loss, delay or damage to checked baggage is limited to \$3,300 per customer holding a confirmed reservation.

6.6.2. International Baggage– Limitation of Liability

6.6.2.1 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 customer is entering into or leaving from on a Spirit flight.

6.6.2.2 Spirit will not accept Human Remains.

6.6.2.3 Limitations on the number, size and weight of checked baggage apply.

6.6.2.4 For travel to/from international destinations, the limitations of liability, as applicable under the Warsaw Convention or the Montreal Convention, will apply.

6.6.2.5 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 customer for unchecked baggage.

Liability is for a maximum of 40 lbs/18.1 kgs (\$362.80) per checked bag, unless the customer pays an additional checked baggage charge, and the precise weight of the baggage is noted on the customer's baggage claim check.

6.6.2.6 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") (effective 12/30/09) per customer (1000 SDRs until 12/30/09).

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 Customer'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.

6.6.3. Spirit does not accept declarations of higher value.

7. Schedule Changes, Delayed Flights, and Canceled Flights

7.1. 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, or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

7.2. Rebooking

When a customer holding a confirmed reservation on a flight which will be delayed because of a schedule irregularity (including but not limited to, a missed connection, flight cancellation, omission of a scheduled stop, substitution of equipment, a different class of service or schedule change), Spirit may rebook the customer on Spirit's first available flight on which seats are available to the customer's original destination without additional charge.

Changes may be made to itineraries affected by a schedule change, delayed flights or canceled flights without a change fee and/or fare difference if:

- 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 customers for flights that they take on other carriers.

7.3. Amenities/Services for Customers

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 customers in order to maintain their safety, health and welfare. Amenities provided by Spirit are provided as a courtesy to the customer and are not to be considered an obligation of Spirit. No lodging will be provided to a customer on any Spirit flight which is delayed or canceled in the originating city on the customer's reservation.

8. 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 customers in accordance with regulations of the U.S. Department of Transportation action as specified below:

8.1. Voluntary

If a flight is oversold (more customers 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.

8.2. Involuntary

If a flight is oversold and there are not enough volunteers, other customers may be denied boarding involuntarily in accordance with the following:

- 8.2.1. With the exception of Unaccompanied Minors and Customers with Disabilities, the last customer(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.
- 8.2.2. If customers 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 customer to check in on the flight will be the first customer removed from the flight. Spirit reserves the right to modify the manner of priority per 14 C.F.R. Section 250.3.

8.3. Exceptions to Payment of Compensation for Denied Boarding

No denied boarding compensation will be made if:

- 8.3.1. The denied boarding is a result of a substitution of an aircraft to a lesser capacity aircraft.
- 8.3.2. The customer is accommodated on a flight scheduled to arrive within one (1) hour of the original arrival time.
- 8.3.3. The customer has not fully complied with the airline's reservation or check-in time limits or the customer is not acceptable for transportation under the airline's usual rules and practices.

8.4. Denied Boarding Regulations

8.4.1 Compensation for Denied Boarding

If you have been denied a reserved seat on Spirit Airlines, you are probably entitled to monetary compensation. This notice explains the airline's obligation and the passenger's rights in the case of an oversold flight, in accordance with regulations of the *U.S. Department of Transportation*.

8.4.2 Volunteers and Boarding Priorities

If a flight is oversold (more passengers 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 passengers may be denied boarding involuntarily in accordance with the following boarding priority of Spirit Airlines.

8.4.3 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 acceptable 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 passenger seated in a section for which a lower fare is charged must be given an appropriate refund); or
- (5) the airline 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.

8.4.4 Amount of Denied Boarding Compensation

Domestic Transportation

Passengers traveling between points within the United States (including the territories and possessions) who 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 passenger’s destination or first stopover not later than one hour after the planned arrival time of the passenger’s original flight;
- (2) 200% of the fare to the passenger’s destination or first stopover, with a maximum of \$650, if the carrier offers alternate transportation that is planned to arrive at the passenger’s destination or first stopover more than one hour but less than two hours after the planned arrival time of the passenger’s original flight; and
- (3) 400% of the fare to the passenger’s destination or first stopover, with a maximum of \$1,300, if the carrier does not offer alternate transportation that is planned to arrive at the airport of the passenger’s destination or first stopover less than two hours after the planned arrival time of the passenger’s original flight.

0 to 1 hour arrival delay.	No compensation.
1 to 2 hour arrival delay.	200% of fare to destination (but no more than \$650).
Over 2 hours arrival delays.	400% of fare to destination (but no more than \$1300).

International Transportation

Passengers 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 passenger's destination or first stopover not later than one hour after the planned arrival time of the passenger's original flight;

(2) 200% of the fare to the passenger's destination or first stopover, with a maximum of \$650, if the carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover more than one hour but less than four hours after the planned arrival time of the passenger's original flight; and

(3) 400% of the fare to the passenger's destination or first stopover, with a maximum of \$1,300, if the carrier does not offer alternate transportation that is planned to arrive at the airport of the passenger's destination or first stopover less than four hours after the planned arrival time of the passenger's original flight.

0 to 1 hour arrival delay.	No compensation.
1 to 4 hour arrival delay.	200% of fare to destination (but no more than \$650).
Over 4 hours arrival delays.	400% of fare to destination (but no more than \$1300).

8.4.5 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 passenger in the case of denied boarding.

8.4.6 Method of Payment

Except as provided below, the airline must give each passenger 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 passenger's convenience that departs before the payment can be made, the payment shall be sent to the passenger within 24 hours. The air carrier may offer free or discounted transportation in place of the cash payment. In that event, the carrier must disclose all material restrictions on the use of the free or discounted transportation before the passenger decides whether to accept the transportation in lieu of cash or check payment. The passenger may insist on the cash/check payment or refuse all compensation and bring private legal action.

8.4.7 Passenger's Options

Acceptance of the compensation may relieve Spirit Airlines from any further liability to the passenger caused by its failure to honor the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

9. Refunds

9.1 Voluntary

Refunds will be made in accordance with applicable fare rules. No refunds will be made for non-refundable reservations.

9.2 Involuntary

In the event that Spirit is unable to provide a previously confirmed seat and is unable to reroute the customer via Spirit, Spirit will refund as indicated below:

- 9.2.1. If no portion of the reservation has been used, the refund will be equal to the fare paid by the customer.
- 9.2.2. If a portion of the reservation has been used, the refund will be equal to the amount of the unused portion.
- 9.2.3. Customers involved in a Spirit Airlines initiated cancellation in excess of two (2) hours will have three (3) options available to them: 1) re-accommodation, 2) Future Travel credit, or 3) a refund.

9.3 Foreign Currency Refunds

9.3.1 Spirit will pay the refund in the form that was used in purchasing the original reservation; however, cash refunds will be issued by Accounts Payable 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.

9.3.2 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.

9.3.3 Customers entitled to refunds may apply for a refund by contacting Spirit Customer Care at 801-401-2220 or the request may be made in writing via our web site at www.spirit.com, or by writing to Corporate Customer Relations, Attention: Refunds, 2800 Executive Way, Miramar, FL 33025.

10. Limitations of Liability

Spirit's liability for any accident, injury, or death is governed by applicable laws.

- 10.1. If the customer'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.

11. 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 customers and other services whether or not Spirit has knowledge that such damages might be incurred.

Spirit Airlines Contract of Carriage is subject to change without notice.

12. Choice of Law and Venue

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. The state and federal courts having jurisdiction over Miramar, Florida will have jurisdiction to hear claims arising under this Contract of Carriage. 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. Spirit Airlines Tarmac Delay Plan

Spirit Airlines Contingency Plan for Lengthy Tarmac Delays includes the following:

13.1 For domestic flights, Spirit Airlines will not permit an aircraft to remain on the tarmac for more than three hours before allowing passengers to deplane 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) why the aircraft cannot leave its position on the tarmac to deplane passengers; or

(b) Air traffic control advises the pilot-in-command that returning to the gate or another disembarkation point elsewhere in order to deplane passengers would significantly disrupt airport operations.

13.2 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 hours before allowing passengers to deplane, 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) why the aircraft cannot leave its position on the tarmac to deplane passengers; or

(b) Air traffic control advises the pilot-in-command that returning to the gate or another disembarkation point elsewhere in order to deplane passengers would significantly disrupt airport operations.

13.3 For all flights covered by this plan, Spirit Airlines will provide adequate food and potable water no later than two 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;

13.4 For all flights covered by this plan, Spirit Airlines will ensure operable lavatory facilities, comfortable cabin temperatures, as well as adequate medical attention if needed, while the aircraft remains on the tarmac;

13.5 For all flights covered by this plan, Spirit Airlines will ensure that the passengers 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;

13.6 For all flights covered by this plan, Spirit Airlines ensures that the passengers on the delayed flight will be notified beginning 30 minutes after scheduled departure time (including any revised departure time that passengers 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;

13.7 Spirit Airlines has sufficient resources to implement the plan; and

13.8 Spirit Airlines plan has been coordinated with 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;

13.9 Spirit Airlines plan has also been coordinated with 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

13.10 Spirit Airlines plan has been coordinated with the Transportation Security Administration (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.

Spirit Airlines Customer Service Plan

Content of Customer Service Plan

1. Offer the lowest fare available.
2. Notify Customers of known delays, cancellations and diversions.
3. Deliver baggage on time.
4. Allow reservations to be held or cancelled without penalty for a defined amount of time.
5. Provide prompt reservation refunds.
6. Properly accommodate Customers with disabilities and other special needs, including during tarmac delays.
7. Meet Customers' essential needs during lengthy tarmac delays.
8. Handle "bumped" Customers with fairness and consistency in the case of oversales.
9. Disclose travel itineraries, cancellation policies, frequent flyer rules and aircraft configuration.
10. Ensure good Customer service from code-share partners
11. Ensure responsiveness to Customer complaints.
12. Identify the services to mitigate Customer inconveniences resulting from cancellations and misconnects.

1. Offer the Lowest Available Fare

Spirit's Commitment:

Lower fares are generally 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.

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 Customers of Known Delays, Cancellations and Diversions

Spirit's Commitment:

We will give our Customers, 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 Customers 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.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 www.spirit.com or give it to your Spirit reservations agent.

If a flight is delayed or cancelled, Spirit works automatically to re-accommodate Customers 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

Spirit's Commitment:

We strive to ensure that all checked baggage arrives at your final destination. Representatives will be available during posted hours for Customers who require assistance with missing baggage.

1. If your bag is not at baggage claim:

In the unlikely 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). For your convenience, you can file the delayed baggage report in the baggage claim area or with a Customer Service Agent. Once your belongings are located, they will be returned to you as quickly as possible.

2. If your baggage cannot be located within five (5) days:

You will need to complete a Customer Property Form so that our central baggage office can assist with advanced tracing. The Customer Property Form can be obtained online at <http://www.spirit.com/Content/Documents/en-US/SpiritAirlinesClaimLetter.pdf> or by requesting one via e-mail at BaggageHDQ@spirit.com.

This is a different form from the delayed baggage report you will have filed at the airport. Additional information and details that you provide on this form will help improve the likelihood of success in locating your baggage. Please return this form to Spirit within 30 days of the day your bag did not arrive.

Spirit offers Customers whose baggage is missing the convenience of tracking the status of their claim by visiting our bag tracking service at: <https://spirit.nettracer.aero/paxview/search.htm>

3. If we are unable to locate and return your belongings within 45 days:

If we are unable to locate and return your belongings within 45 days of the original claim and you filed a Customer Property Form as described above, Spirit will complete and pay your claim subject to limits under applicable law.

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.

If you arrive at your destination and a baggage mishandling has occurred, please go to the airport's baggage services office to file a claim and report any concerns before leaving the airport. Retain your baggage claim receipts for tracing and settlement, if necessary.

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.

Cancellation Policy within 24 hours of Purchase:

Refunds are allowed for reservations made 7 days 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

Spirit's Commitment:

Spirit offers only non-refundable fares. Fees associated with reservation purchases are not refundable.

For Customers due a refund who purchase their reservations 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.

Customers who purchased reservations with cash or a check will receive a refund check within 20 business days of Spirit receiving your refund request.

6. Properly Accommodate Customers with Disabilities and other Special Needs, including during Tarmac Delays

Spirit's Commitment:

We will provide our Customers who have special needs, including Customers with disabilities and unaccompanied minors, with the level of attention, respect and care they require.

Recommendations:

When making your reservations, be sure to notify the reservations agent of any special needs you have when you reserve your travel. This will alert our employees to your circumstances so they can better prepare to assist you when you arrive at the airport.

Minors Traveling Unaccompanied

1. Minors age five (5) through 14 years traveling domestically without an adult must use our unaccompanied minor service and pay the applicable fee. The unaccompanied minor service fee includes a snack and a drink. On international flights, unaccompanied minor service is not available.

2. If you are the adult responsible for a minor who is traveling unaccompanied on a domestic flight, you will need to remain at the airport until fifteen (15) minutes after the child's flight departs.
3. Be sure to arrive at 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.

7. Meet Customers' Essential Needs during Lengthy On-Board Delays

Spirit's Commitment:

Spirit is committed to operating a reliable schedule for every Customer. Weather, air traffic control and other issues can cause delays and cancellations. Our commitment is to make our Customers who experience long on-aircraft delays as comfortable as possible.

Onboard Delays

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, Spirit has contingency plans to provide food, water, restroom facilities and access to medical treatment for Customers onboard an airplane. For delays of three (3) hours or more domestically or four (4) hours or more internationally, Customers will be allowed to deplane, subject to the Captain's and Air Traffic Control's concurrence.

Cancellations

In the case of a cancellation, our staff will focus on rebooking as many Customers as possible on alternative flights, either direct to the destination or via connections through other airports to best accommodate the Customer's needs.

If rebooking options are not available until the following day, and the cancellation was due to our failure, we will offer complimentary overnight hotel accommodations for non-local Customers.

If, however, the cancellation 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 Customers to secure accommodations on their own.

Recommendations:

While Spirit offers food onboard for purchase, Customers 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 Customers with Fairness and Consistency in the Case of Oversales**Spirit's Commitment:**

When Customers are denied boarding due to an overbooked flight, they will be compensated and treated fairly and consistently. Revenue Customer removal is the last resort. First, solicitation for volunteers is requested. If there are no volunteers, then the last Customer 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.

Recommendations:

Please arrive at the airport in plenty of time to check your bags.

1. For domestic flights, we suggest arriving two (2) hours prior to scheduled departure time if you are checking bags and 90 minutes if you have carry-on items only.
2. For international flights, we suggest arriving at least three (3) hours prior to scheduled departure.

Customers can check www.spirit.com under HELP for specific airport information and recommended check-in times prior to leaving for the airport.

All reservations are subject to cancellation without notice if the Customer is not present at the boarding gate:

- a) at least 15 minutes prior to the scheduled departure of the flight or
- b) 30 minutes for an international flight even if the Customer has already checked in for the flight at a location designated for check-in.

9. Disclose Travel Itinerary, Cancellations, Frequent Flyer Rules and Aircraft Configurations**Spirit's Commitment:**

We will make every attempt to provide our Customers with accurate, up-to-date information about their travel itinerary; notify them of any scheduled or unscheduled changes in aircraft or aircraft configuration, frequent flyer rules, cancellation.

At Spirit, we view our many Customer contact points (in person, by phone or electronically) as opportunities to provide the information you need and our goal is to ensure your travel experience is enjoyable and consistent.

- 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.

- Reservations agents can relay cancellation and refund policies to Customers upon request at the time of booking.
- These policies can also be found in our Contract of Carriage, a copy of which may be obtained on our web site at www.spirit.com.

http://www.spirit.com/content/documents/en-us/FS_Terms_and_Conditions.pdf

For information on aircraft configuration, please see:

<https://spirit.zendesk.com/entries/21362132-is-there-a-fee-to-choose-a-particular-seat-in-advance>

For information on Aircraft Disinfection Requirements, please see:

Aviation Consumer Protection Division (ACPD)

You can visit their website ACPD website ([Http://airconsumer.dot.gov](http://airconsumer.dot.gov)) 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.

<http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm>.

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 www.spirit.com, or give it to your Spirit reservations agent.

10. Ensure Good Customer Service from Code-Share Partners

Not Applicable

Spirit does not participate in alliances with other airlines through code-share opportunities or with regional flying partners.

11. Ensure Responsiveness to Customer Complaints

Spirit's Commitment:

When our Customers have complaints, we will respond with the required information in a professional, courteous manner that reflects the high value we place on each Customer.

You may contact Spirit with your complaints (or questions) in the following ways:

1. Via e-mail

support@spirit.com

2. In Writing

Spirit Customer 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.

3. Via Telephone

Please contact Reservations at: 1-801-401-2200.

Customer Relations can assist you with post-travel concerns. Please have your flight number and date(s) of travel handy when you contact us.

12. Identify the Services to Mitigate Customer Inconveniences Resulting from Cancellations and Misconnections

Spirit's Commitment:

When our Customers 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 Customer.

Spirit will make every effort to assist our Customers and minimize their inconvenience resulting from cancellations or misconnections.

In the case of a cancellation or misconnection, our staff will focus on rebooking Customers on alternate flights, either direct to the destination or via connections through other airports to best accommodate the Customer's needs. If rebooking options are not available until the following day, we will offer complimentary overnight hotel accommodations for non-local Customers. 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 Customers to secure accommodations on their own.

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.