

SOUTHWEST AIRLINES CO.
CONTRACT OF CARRIAGE — PASSENGER
SIXTH REVISED

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

LOG OF EFFECTIVE PROVISIONS

<u>PROVISION</u>	<u>DATE ISSUED</u>	<u>EFFECTIVE DATE</u>
Log of Effective Provisions	June 2, 2003	June 2, 2003
Table of Contents	June 2, 2003	June 2, 2003
Article 1, Definitions	June 2, 2003	June 2, 2003
Article 3, Application of Conditions	March 13, 2000	March 13, 2000
Article 4, International Travel	March 13, 2000	March 13, 2000
Article 5, Surveillance and Inspection of Passengers and Baggage	June 2, 2003	June 2, 2003
Article 10, Refusal to Transport	June 2, 2003	June 2, 2003
Article 15, Tickets – General	June 2, 2003	June 2, 2003
Article 20, Reservations	June 2, 2003	June 2, 2003
Article 21, Boarding Passes	June 2, 2003	June 2, 2003
Article 22, Groups Policies	June 2, 2003	June 2, 2003
Article 25, Ground Transportation	March 13, 2000	March 13, 2000
Article 30, Application of Fares – General	June 2, 2003	June 2, 2003
Article 35, Carriage of Children	March 13, 2000	March 13, 2000
Article 36, Infant and Child Fares	June 2, 2003	June 2, 2003
Article 37, Youth Fares	June 2, 2003	June 2, 2003
Article 40, Senior Fares	June 2, 2003	June 2, 2003
Article 41, Military Fares	June 2, 2003	June 2, 2003
Article 42, Internet Fares	June 2, 2003	June 2, 2003
Article 43, Stopovers	June 2, 2003	June 2, 2003
Article 45, Acceptance of Baggage – General	June 2, 2003	June 2, 2003
Article 46, Carryon Baggage	June 2, 2003	June 2, 2003
Article 47, Animals	March 13, 2000	March 13, 2000
Article 48, Service Animals	March 13, 2000	March 13, 2000
Article 55, Checking of Baggage	June 2, 2003	June 2, 2003
Article 60, Free Baggage Allowance	June 2, 2003	June 2, 2003
Article 65, Excess Baggage Charges	March 13, 2000	March 13, 2000
Article 75, Baggage – Limitation of Liability	June 2, 2003	June 2, 2003
Article 76, Fragile and Perishable Items as Baggage	March 13, 2000	March 13, 2000
Article 80, Claims	June 2, 2003	June 2, 2003
Article 81, Smoking	March 13, 2000	March 13, 2000
Article 85, Failure to Operate as Scheduled	March 13, 2000	March 13, 2000
Article 90, Refunds	June 2, 2003	June 2, 2003
Article 105, Denied Boarding Compensation	June 2, 2003	June 2, 2003
Article 116, Ticket Acceptability	March 13, 2000	March 13, 2000
Article 124, Check Acceptance	March 13, 2000	March 13, 2000
Article 125, Compliance with Law and Governmental Regulations	March 13, 2000	March 13, 2000

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

<u>PROVISION</u>	<u>DATE ISSUED</u>	<u>EFFECTIVE DATE</u>
Article 126, Southwest Airlines Customer Service Commitment	March 13, 2000	March 13, 2000
Article 127, Right to Change Contract	March 13, 2000	March 13, 2000
Addendum: Southwest Airlines Customer Service Commitment	June 2, 2003	June 2, 2003

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

TABLE OF CONTENTS

ARTICLE	PAGE
1. Definitions	5
3. Application of Conditions	7
4. International Travel.....	7
5. Electronic Surveillance of Passengers and Baggage.....	8
10. Refusal to Transport.....	8
15. Tickets – General.....	11
20. Reservations	12
21. Boarding Passes.....	12
22. Groups Policies	13
25. Ground Transportation.....	13
30. Application of Fares – General.....	13
35. Carriage of Children.....	14
36. Infant and Child Fares.....	15
37. Youth Fares.....	15
40. Senior Fares.....	16
41. Military Fares	16
42. Internet Fares.....	17
43. Stopovers.....	17
45. Acceptance of Baggage – General.....	18
46. Carryon Baggage	18
47. Animals	20
48. Service Animals	20
55. Checking of Baggage	21
60. Free Baggage Allowance	21
65. Excess Baggage Charges.....	23
75. Baggage – Limitation of Liability.....	25

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

ARTICLE	PAGE
76. Fragile and Perishable Items as Baggage.....	27
80. Claims.....	27
81. Smoking.....	27
85. Failure to Operate as Scheduled.....	28
90. Refunds.....	28
105. Denied Boarding Compensation.....	30
116. Ticket Acceptability.....	33
124. Check Acceptance.....	33
125. Compliance with Law and Governmental Regulations.....	33
126. Southwest Airlines Customer Service Commitment.....	34
127. Right to Change Contract.....	34

ADDENDUM

Southwest Airlines Customer Service Commitment; June 2, 2003 (revised)

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

Passenger transportation by Southwest Airlines Co. (hereafter "Carrier") is subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket or Ticketless Travel authorization, specified on Carrier's Internet site with respect to electronic ticketing, or published in Carrier's schedules. By purchasing a ticket or accepting transportation, the passenger agrees to be bound thereby.

1. Definitions (Issued June 2, 2003; Effective June 2, 2003)

Baggage means all luggage, including suitcases, garment bags, tote bags, packages, camera and electronics bags, computer and equipment cases, briefcases, typewriters, and similar articles, whether carried by the passenger in the cabin or carried in the aircraft cargo compartments. Coats and wraps, when carried by the passenger in the passenger cabin, will not be considered as baggage.

Baggage check means those portions of the ticket which provide for the carriage of the passenger's checked baggage and which are issued by Carrier as a receipt for the passenger's checked baggage.

Baggage tag means a document issued by Carrier solely for identification of checked baggage, a portion of which is affixed by Carrier to a particular article of checked baggage for routing purposes and a portion of which is given to the passenger for the purpose of claiming the baggage.

Boarding Pass means a document issued by Carrier bearing the passenger's name, flight number and date, departure and destination airports, and a Boarding Group letter (*i.e.*, "A," "B," or "C") to designate boarding priority. A Boarding Pass may be issued to a passenger at a Southwest Airlines ticket counter, gate podium, electronic RAPID CHECK-IN kiosk, or skycap podium.

Carriage means the transportation of passengers and/or baggage by air, gratuitously or for hire, and all services of Carrier incidental thereto.

Carrier means Southwest Airlines Co.

Checked baggage means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check and baggage tag(s).

Days means full calendar days, including Sundays and legal holidays; provided that, for the purpose of any required Carrier notification, the balance of the day upon which notice is given shall not be counted, and when the last day falls on Sunday or a legal holiday, such Sunday or legal holiday will not be counted.

Direct flight means "same plane" service between the origin and destination points with scheduled stops at one or more intermediate points. With the exception of unexpected

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

ground delays or other unforeseen flight disruptions, passengers on direct flights are not required to disembark the aircraft at any intermediate stop.

Flight coupon means the portion of the passenger ticket that is valid for carriage.

Individual with a disability means a person who:

- (1) has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities;
- (2) has a record of such an impairment; or
- (3) is regarded as having such an impairment, as further defined in U.S. Department of Transportation regulations at 14 C.F.R. § 382.5.

Nonstop flight means a flight scheduled to operate between the origin and destination points without intermediate stops.

One-way means travel from one point to another on Carrier's scheduled air service assigned for travel between the two points.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

Passenger coupon means that portion of the passenger ticket constituting the passenger's written evidence of the Contract of Carriage.

Passenger ticket means that document issued by Carrier or an authorized travel agent which provides for the carriage of the passenger occupying a single seat.

Prepaid Ticket Advice (PTA) means the notification between offices of Carrier that a person in one location has purchased and requested issuance of prepaid transportation as described in the PTA to another person in another location.

Qualified individual with a disability means an individual with a disability who:

- (1) with respect to accompanying or meeting a traveler, use of ground transportation, using terminal facilities, or obtaining information about schedules, fares, or policies, takes those actions necessary to avail himself or herself of facilities or services offered by Carrier to the general public, with reasonable accommodations, as needed, provided by Carrier;
- (2) with respect to obtaining a ticket for air transportation on Carrier, offers or makes a good faith attempt to offer to purchase or otherwise to validly obtain a ticket; or
- (3) with respect to obtaining air transportation or other services or accommodations, as provided by U.S. Department of Transportation regulations on Nondiscrimination on

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

the Basis of Disability in Air Travel, 14 C.F.R. Part 382:

- (a) purchases or possesses a valid ticket for air transportation on Carrier and presents himself or herself at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained;
- (b) meets reasonable, nondiscriminatory requirements of this Contract of Carriage applicable to all passengers; and
- (c) whose carriage will not violate the requirements of the Federal Aviation Regulations or, in the reasonable expectation of Carrier's Employees, jeopardize the safe completion of the flight or the health or safety of other persons.

Roundtrip means travel from one point to another and return to the first point on Carrier's scheduled air service assigned for travel between the two points.

Scheduled air service means any flight scheduled in the current edition of the Official Airline Guide (OAG), Carrier's published schedule, Carrier's Internet site, or the computer reservation system used by Carrier.

Ticket means "passenger ticket and baggage check," including all flight, passenger, and other coupons therein issued by Carrier, which provide for the carriage of the passenger and his or her baggage. This includes recorded information in Carrier's computer reservation system authorizing Ticketless or electronic travel.

Ticketless Travel authorization means the electronically-recorded information in Carrier's computer reservation system that provides for the carriage of the passenger and his or her baggage.

Unchecked baggage is baggage other than checked baggage.

2. Not used
3. Application of Conditions (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

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

4. International Travel (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

In the event that any passenger purchasing transportation on Carrier may be determined to be in international transportation under the Warsaw Convention, Carrier waives all limitations

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

of liability contained in that Convention and agrees not to limit its liability for death or injury to such passenger.

5. Surveillance and Inspection of Passengers and Baggage (Issued June 2, 2003; Effective June 2, 2003)

Passengers and their baggage are subject to surveillance and inspection by electronic and/or physical means with or without the passenger's consent or knowledge.

6. - 9. Not used

10. Refusal to Transport (Issued June 2, 2003; Effective June 2, 2003)

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

- A. **Safety and Government Request or Regulation** - Whenever such action is necessary for reasons of aviation safety or to comply with any Federal Aviation Regulation or other applicable government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Carrier's control (including, without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances, whether actual, threatened, or reported).
- B. **Search of Passenger or Property** - Any passenger who refuses to permit the search of his or her person or property for explosives, hazardous materials, contraband, or concealed, deadly, or dangerous weapons or articles.
- C. **Proof of Identity** - Any passenger who refuses on request to produce positive identification.

NOTE: Carrier shall have the right to require, but shall not be obligated to require, positive identification of persons purchasing tickets and/or presenting a ticket for the purpose of boarding aircraft.

- D. **Special Medical Requirements** - Carrier will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on Carrier's aircraft: medical oxygen for use onboard the aircraft,

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

incubators, medical devices requiring electrical power from the aircraft, or persons who must travel on a stretcher.

- E. **Qualified Individuals with a Disability** - Carrier will transport qualified individuals with a disability in accordance with the conditions and requirements of U.S. Department of Transportation regulations, 14 C.F.R. Part 382, unless the carriage of such individuals may impair the safety of the flight or violate Federal Aviation Regulations. However, pursuant to 14 C.F.R. § 382.39(c), Carrier will not provide certain extensive inflight special services such as assistance in actual eating, assistance within the lavatory or at the individual's seat with elimination functions, or provision of medical services. Moreover, pursuant to 14 C.F.R. § 382.35, Carrier may require that a qualified individual with a disability be accompanied by an attendant as a condition of being provided air transportation in the following circumstances:

- (1) When the individual, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Carrier's Employees, including the safety briefing required by 14 C.F.R. §§ 121.571(a)(3) & (a)(4);
- (2) When the individual has a mobility impairment so severe that the individual is unable to assist in his or her own evacuation of the aircraft; or
- (3) When the individual has both severe hearing and severe vision impairments, if the individual cannot establish some means of communication with Carrier's Employees adequate to permit transmission of the safety briefing required by 14 C.F.R. §§ 121.571(a)(3) & (a)(4).

If Carrier determines that an individual meeting the criteria of Article 10.E.(1), (2), or (3) above must travel with an attendant, contrary to the individual's self-assessment that he or she is capable of traveling independently, Carrier will not charge the individual with the disability for the transportation of the attendant while accompanying such individual. Furthermore, if, because there is not a seat available on a flight for an attendant whom Carrier has determined to be necessary, an individual with a disability having a confirmed reservation is unable to travel on the flight, such individual will be eligible for denied boarding compensation under Article 105 below. For purposes of determining whether a seat is available for an attendant, the attendant shall be deemed to have checked in at the same time as the individual with the disability.

- F. **Comfort and Safety** - Carrier may refuse to transport or remove from the aircraft at any point any passenger in the following categories as may be necessary for the comfort or safety of such passenger or other passengers:
- (1) Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating, or violent, or whose clothing is lewd, obscene, or patently offensive;

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

NOTE: Carrier will not refuse to provide transportation to a qualified individual with a disability solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience crew members or other passengers.

- (2) Persons who are barefoot and over five (5) years of age, unless caused or necessitated by a disability;
- (3) Persons who are unable to occupy a seat with the seat belt fastened;
- (4) Persons who appear to be intoxicated or under the influence of drugs;
- (5) Persons who are known to have a contagious disease;
- (6) Persons who refuse to comply with instructions given by Carrier's Employees or representatives prohibiting the solicitation of items for sale or purchase, including airline tickets, passes, or travel award certificates;
- (7) Persons who have an offensive odor, except where such condition is the result of a disability;
- (8) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in Transportation Security Administration Regulation, 49 C.F.R. § 1544.219;
- (9) Prisoners (i.e., persons charged with or convicted of a crime) under escort of law enforcement personnel; other persons (i.e., non-prisoners) in the custody of law enforcement personnel who are being transported while wearing manacles or other forms of restraint; persons brought into the airport in manacles or other forms of restraint; persons who have resisted escorts; or escorted persons who express to Carrier's Employees an objection to being transported on the flight;
- (10) Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition renders the passenger unacceptable for carriage;
- (11) Infants fourteen (14) days of age or younger, unless approved for carriage in writing by an attending physician; or
- (12) Persons who are unwilling or unable to abide with Carrier's non-smoking rules.

The fare of any passenger denied transportation or removed from Carrier's aircraft enroute under the provisions of Article 10 will be refunded in accordance with Article 90 of this

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

Contract of Carriage. The sole recourse of any passenger refused transportation or removed enroute will be the recovery of the refund value of the unused portion of his or her ticket.

11. - 14. Not used

15. Tickets – General (Issued June 2, 2003; Effective June 2, 2003)

- A. No person shall be entitled to transportation except upon presentation of a valid ticket or proof of identification acceptable to Carrier that transportation has been purchased through Carrier's electronic ticketing or Ticketless Travel systems. Such ticket/electronic ticketing documentation shall entitle the person to transportation only between the points of origin and destination.
- B. A ticket that has been altered, mutilated, or improperly issued shall not be valid.
- C. A ticket or Ticketless Travel authorization is valid for one (1) year from the date of issue, except as noted below:
 - (1) Tickets issued through Carrier's Ticket By Mail service expire for purposes of travel ten (10) days after the last confirmed travel date, unless further restricted by rules governing the fare basis; and
 - (2) Tickets or Ticketless Travel authorizations issued with fare restrictions, *i.e.*, nonrefundable tickets, are valid only on the flight and date shown on the ticket or Ticketless Travel authorization. If a Customer purchases transportation with fare restrictions but chooses not to travel on the flight and date for which the ticket or Ticketless Travel authorization is issued, the fare paid may, within one (1) year from the date of original purchase, be applied toward the purchase of another ticket; however, the new ticket may, without penalty or fee, be more expensive or subject to different terms, conditions, or restrictions. No cash refund or credit card adjustments will be made for tickets with fare restrictions.
- D. Tickets are not transferable unless specified thereon, but Carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- E. Carrier will provide Prepaid Ticketing Advice (PTA) for Customers who make payment at the appropriate fare for tickets to be secured at a separate time and/or location for reserved and confirmed travel between any two points on Carrier's system. Such pre-purchased tickets can only be secured from a ticket counter of Carrier and may not be secured later than 90 days after the last travel date for which prepayment was made. Valid identification of the passenger will be required at the time of ticketing. Carrier will impose a service charge of \$25.00 for each PTA transaction, with the exception of tickets

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

purchased by a Government Transportation Request (GTR) or government-issued credit card, or when payment is made by state governments for passengers traveling on official state government business. The \$25.00 service charge is not subject to discount and will not be refunded.

- F. Lost Tickets - When a passenger loses his or her ticket or a portion of his or her ticket, the passenger will be required to purchase another ticket, at the fare at which the ticket or portion thereof was originally purchased, before transportation will be furnished between the points covered by the lost ticket. Carrier will not replace or refund lost tickets.

16. - 19. Not used

20. Reservations (Issued June 2, 2003; Effective June 2, 2003)

- A. A reservation on a given flight is valid when the availability and allocation of space:
 - (1) is confirmed by the issuance by Carrier or an authorized travel agent of a ticket that reflects space on a specific flight and date and with status “O.K.”; or
 - (2) is confirmed by a Reservations Sales Agent of Carrier or upon issuance of a Ticketless Travel confirmation number, and the passenger’s name is entered into Carrier’s reservations system.
- B. Ten-Minute Rule - Failure of the passenger to have obtained a Boarding Pass and be present in the departure boarding gate area at least ten (10) minutes before the scheduled or posted aircraft departure time may result in cancellation of the passenger’s reservation.
- C. Carrier will refuse to carry any person when such refusal is necessary to comply with an applicable governmental regulation.

21. Boarding Passes (Issued June 2, 2003; Effective June 2, 2003)

- A. Boarding Passes may be obtained at Southwest Airlines ticket counters, departure gate podiums, RAPID CHECK-IN kiosks, and skycap podiums. Carrier reserves the right to restrict Boarding Pass distribution to the departure gate podium.
- B. Boarding Passes for standby passengers are available for issuance only at the flight’s departure gate.
- C. Boarding groups are assigned on a first-come, first-served basis in the order Boarding Passes are issued, regardless of the location or means from which obtained.

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

22. Groups Policies (Issued June 2, 2003; Effective June 2, 2003)

- A. Groups Booked as Individuals - When ten (10) or more passengers are booked by a single individual, company, corporation, booking agency, or other entity for travel on the same scheduled flight(s) boarding at the same origin with the same destination, the reservations must be made as a group through Carrier's Group Desk, and all applicable group policies and procedures must be followed. If a booking entity fails to make such reservations as a group, Carrier reserves the right to assess a penalty upon and/or revoke the authority of the booking entity to sell Carrier's transportation services.
- B. Multiple Group Reservations - Carrier reserves the right to limit seats by flight for group reservations. Carrier reserves the right to cancel future-date group reservation requests or make changes to accommodate Carrier's flight schedule, not accept group reservations, and/or require that group reservations be converted to ticketed individual reservations at the applicable individual fare or be forfeited if group reservation utilization reveals what Carrier considers to be an inadequate usage of reserved seats.

23. - 24. Not used

25. Ground Transportation (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

Except as provided in the Southwest Airlines Customer Service Commitment (see Article 126 below) with regard to expenses incident to certain disrupted itineraries, Carrier does not assume responsibility for the ground transportation of any passenger or his or her baggage between any airport used by Carrier and any other location. Ground transportation is at the passenger's expense.

26. - 29. Not used

30. Application of Fares – General (Issued June 2, 2003; Effective June 2, 2003)

- A. Transportation is subject to the fares and charges in effect on the date on which such ticket, Ticketless Travel authorization, PTA, or coupon book was issued. If a ticket, Ticketless Travel authorization, PTA, or coupon book has been issued before an increase in the fare becomes effective, it shall be honored for transportation between the points, and at the class of service, for which it was purchased.
- B. Fares are published in Carrier's reservations system and may be obtained from a Southwest Airlines Reservations Sales Agent by telephone at 1-800-435-9792

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

(1-800-I-FLY-SWA), en Español at 1-800-826-6667 (1-800-VAMONOS), from Mexico (Border Cities) at 001-800-435-9792 (English) or 001-800-826-6667 (en Español), and through TTY service at 1-800-533-1305; on Carrier's Internet site at **southwest.com**; or through an authorized travel agent. Some travel agencies, however, may impose an additional charge for this service.

- C. All published fares and charges are stated in U.S. currency.
- D. No stopovers are permitted on published fares, except upon combination of local fares.

31. - 34. Not used

35. Carriage of Children (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

- A. Infants Fourteen (14) Days of Age or Younger - Carrier will not provide transportation services to any infant fourteen (14) days of age or younger, unless an attending physician approves such infant for air travel in writing. Infants must be accompanied by a passenger twelve (12) years of age or older.
- B. Children Over Fourteen (14) Days and Under Two (2) Years of Age - One child over fourteen (14) days and under two (2) years of age, not occupying a seat, will be carried without charge when accompanied by a fare-paying passenger twelve (12) years of age or older. Carrier cannot guarantee that an unoccupied seat will be available for any child traveling without charge and without a confirmed reservation. Safety seats for children without a confirmed reservation may have to be transported as checked baggage if unoccupied seats are not available. Children over fourteen (14) days and under two (2) years of age traveling on a confirmed reservation, with or without the use of a safety seat, will be charged the published Infant Fare (see Article 36 below) or an applicable discounted adult fare, whichever is less.
- C. Unaccompanied Minor Children
 - (1) Carrier will not accept for carriage any child under five (5) years of age unless accompanied by a passenger twelve (12) years of age or older.
 - (2) Unaccompanied children ages five (5) through eleven (11) will be accepted for carriage by Carrier provided the child has a confirmed reservation and the flight on which he or she travels does not require a change of aircraft or flight number. When the routing involves a change of aircraft or flight number, Carrier will not accept for carriage any child under twelve (12) years of age unless accompanied by a passenger twelve (12) years of age or older. Moreover, an unaccompanied child age five (5) through eleven (11) will not be accepted for carriage if, because of weather,

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

mechanical difficulties, Air Traffic Control, or any other reason, the flight on which the child holds a reservation is anticipated to terminate short of or bypass the child's destination.

- (3) The parent or responsible adult who brings an unaccompanied child to the departure airport will be required to remain at the departure gate until the flight is airborne. The parent or responsible adult must furnish Carrier in writing (duplicate of which must be in the child's possession) evidence that the child will be met by another parent or responsible adult upon deplaning at his or her destination. The person meeting the child at his or her destination will be required to present positive identification and sign a release on a form designated by Carrier.

- D. Responsibilities of Carrier - Carrier assumes no responsibilities for unaccompanied children beyond those applicable to adult passengers.

36. Infant and Child Fares (Issued June 2, 2003; Effective June 2, 2003)

- A. Children over fourteen (14) days and under two (2) years of age traveling on a confirmed reservation and occupying a reserved seat, with or without the use of a safety seat, will be charged the lesser of the Infant Fare published by Carrier or the lowest discounted adult fare as may be available and applicable for the particular date, time, and routing.
- B. Children ages two (2) through eleven (11) who are accompanied by a passenger twelve (12) years of age or older will be charged the lesser of the Child Fare published by Carrier or the lowest discounted adult fare as may be available and applicable for the particular date, time, and routing. The fare for unaccompanied children ages five (5) through (11) will be the applicable adult fare.
- C. As proof of age, a passenger traveling on an Infant or Child Fare must be prepared at time of checkin to present either a passport, birth certificate, government-issued picture identification card, or other identification document acceptable to Carrier bearing the passenger's birth date.

37. Youth Fares (Issued June 2, 2003; Effective June 2, 2003)

- A. Passengers at least twelve (12) years of age but less than twenty-two (22) years of age are eligible for Youth Fares. Tickets must be purchased at this fare prior to departure from the point of origin.
- B. Advance reservations will be accepted for transportation pursuant to Article 20 above.

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

- C. As proof of age, a passenger traveling on a Youth Fare must be prepared at time of checkin to present either a passport, driver's license, birth certificate, government-issued picture identification card, or other identification document acceptable to Carrier bearing the passenger's birth date.

38. - 39. Not used

40. Senior Fares (Issued June 2, 2003; Effective June 2, 2003)

- A. Discounted Senior Fares may be available for flights on particular dates, times, and routings. Passengers at least sixty-five (65) years of age are eligible for Senior Fares. Tickets must be purchased prior to departure from the point of origin.
- B. Advance reservations will be accepted for transportation pursuant to Article 20 above.
- C. As proof of age, passengers traveling on a Senior Fare must be prepared at time of checkin to present a passport, birth certificate, resident alien card, driver's license, government-issued photo identification card, or other identification document acceptable to Carrier bearing the passenger's birth date.

41. Military Fares (Issued June 2, 2003; Effective June 2, 2003)

- A. U.S. military personnel on active duty and their authorized dependents are eligible for discounted Military Fares. Children ages two (2) through eleven (11) years must be accompanied by a military passenger or a military dependent passenger twelve (12) years of age or older. Military personnel who have been discharged from active military duty and their authorized dependents traveling together remain eligible for Military Fares if travel will be completed within seven (7) days of the military member's date of discharge. Tickets must be purchased at this fare prior to departure from the point of origin.
- B. Advance reservations will be accepted for transportation at a Military Fare pursuant to Article 20 above.
- C. Government Transportation Requests (GTRs) are not permitted or accepted for purchase of transportation booked at a Military Fare.
- D. A valid United States Uniformed Services Active Duty Identification Card or a copy of discharge orders must be presented at the time of ticket purchase and at checkin for military personnel. Dependents, other than dependents traveling with a discharged military member within seven (7) days of the member's discharge from active duty, must

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

present a United States Uniformed Services Identification and Privilege Card marked Active. Upon request of Carrier, military and military dependent passengers must present identification.

42. Internet Fares (Issued June 2, 2003; Effective June 2, 2003)

Special promotional fares may be available via the Internet on Carrier's web site (Internet address: **southwest.com**). Seat availability, fares, and fare restrictions are published in the web site presentation.

43. Stopovers (Issued June 2, 2003; Effective June 2, 2003)

- A. Carrier's local fares for a flight or flights between a passenger's point of origin and destination shall apply only to published nonstop, direct, and connecting flights (*i.e.*, the passenger arriving from his or her point of origin departs from an intermediate or connection point for his or her point of destination on the published connecting flight as shown in the current Southwest Airlines schedule), except as provided in Article 85.A. below.
- B. A stopover shall occur when a passenger arriving at an intermediate or connection point on his or her itinerary fails to depart from such intermediate or connection point on the published connecting flight to the passenger's next intermediate or connection point or destination. In the event of a single stopover, the passenger's fare shall be the sum of the appropriate local fares between the point of origin and stopover and the appropriate local fare between the point of stopover and destination, plus applicable taxes and fees. In the event of multiple stopovers, the passenger's fare shall be the sum of:
 - (1) the appropriate local fare between the point of origin and first stopover; plus
 - (2) the appropriate local fare(s) between each stopover point and the next subsequent stopover point, if any; plus
 - (3) the appropriate local fare(s) between the point of last stopover and destination; plus
 - (4) all applicable taxes and fees.

44. Not used

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

45. Acceptance of Baggage – General (Issued June 2, 2003; Effective June 2, 2003)

- A. Inspection - All baggage tendered to Carrier for transportation is subject to inspection by Carrier and authorized government agencies.
- B. Acceptance - Carrier will accept as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger, as the personal property of the fare-paying ticket holder and not intended for sale to other persons, subject to the following conditions:
 - (1) Carrier will refuse to accept baggage for transportation on any flight other than the flight on which the passenger is transported;
 - (2) Carrier will refuse to accept any baggage for transportation if it or its contents cannot withstand ordinary handling, or if its weight, size, or character renders it unsuitable for transportation on the particular aircraft on which it is to be carried, unless the passenger releases Carrier from liability;
 - (3) Each piece of baggage tendered to Carrier for carriage must have affixed thereto a current identification tag or label with the passenger's name, address, and telephone number (if available);
 - (4) With the exception of wheelchairs, other mobility aids, and assistive devices used by an individual with a disability, Carrier will not accept as baggage any item having outside measurements (i.e., the sum of the greatest outside length plus the greatest outside height plus the greatest outside width) that exceed eighty (80) inches, or that weigh more than seventy (70) pounds, except as provided in Article 65 below;
 - (5) Carrier will refuse to accept baggage that, because of its nature, contents, or characteristics (such as sharp objects, paint, corrosives, or other prohibited hazardous materials), might cause injury to passengers or Carrier's Employees, damage to aircraft or other equipment, or damage to other baggage; and
 - (6) Carrier will not accept baggage that cannot safely be carried in the baggage compartment of the aircraft.

46. Carryon Baggage (Issued June 2, 2003; Effective June 2, 2003)

- A. Carrier will determine whether or not any baggage of a passenger, because of its weight, size, contents, or character, may be carried in the passenger cabin of the aircraft. Each item of carryon baggage may have external dimensions no larger than ten inches by sixteen inches by twenty-four inches (10" x 16" x 24"). All carryon baggage must be

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

stowed underneath a seat or in an overhead compartment. Hardsided items (i.e., those with inflexible surfaces) may be placed only on the floor of the overhead compartment (i.e., not on top of other items in the compartment) or underneath a seat. Carryon baggage is the sole responsibility of the passenger. Claims for damaged, lost, forgotten, or stolen carryon baggage will not be accepted by Carrier.

- B. In accordance with federal security directives, passengers are restricted to one (1) item of carryon baggage that does not exceed external dimensions of ten inches by sixteen inches by twenty-four inches (10" x 16" x 24") (e.g., roll-aboard bag, garment bag, tote bag) plus one (1) smaller personal-type item (e.g., purse, briefcase, laptop computer case, backpack, small camera), provided that such items are capable of being carried onboard the aircraft by one person without additional assistance and are capable of being stowed under a seat or in an overhead compartment. If required, qualified individuals with a disability will be provided assistance by Carrier's Employees in loading, stowing, and retrieving carryon items, including authorized assistive devices. Carrier reserves the right to further restrict the number of carryon items.
- C. In addition to the carryon baggage allowance provided herein a coat, jacket, wrap, or similar outer garment may be worn onboard the aircraft.
- D. Mobility and other assistive devices authorized for carriage in the aircraft cabin upon which a qualified individual with a disability is dependent may be carried in addition to the foregoing cabin baggage allowance.
- E. Unless unoccupied seats are available on a flight, Carrier requires a reservation and purchase of a ticket at the appropriate Child or Infant Fare (or discounted adult fare, if lesser, that may be available) to ensure that a child restraint device (CRD) or safety seat may be used during flight. Only federally-approved and labeled CRDs are permitted for use aboard Carrier's aircraft. Federal regulations prohibit the use of child booster seats and harness- or vest-type restraining devices. CRDs will be considered as items of carryon baggage counting against the adult fare-paying passenger's carryon allowance unless the child has been ticketed and a seat reserved for use of the CRD.
- F. The following conditions apply to acceptance for carriage in the aircraft passenger cabin of large musical instruments and electronic, computer, audio/video, or other equipment and parts thereof, the size or shape of which prevents such instruments or equipment from being handled as normal carryon baggage:
 - (1) the instrument or equipment must be contained in a case;
 - (2) a reservation must be made for the instrument or equipment at a charge no greater than the Child Fare for each seat used; and

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

(3) the instrument or equipment must be secured in the first window seat aft of a floor-to-ceiling bulkhead.

G. Carrier will refuse to transport items of carryon baggage that may be harmful or dangerous to a passenger, the flight crew, or the aircraft.

47. Animals (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

Other than service animals as specified in Article 48 below, Carrier will not transport live animals either in the passenger cabin or aircraft cargo compartments.

48. Service Animals (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

A. Carrier permits dogs and other service animals used by an individual with a disability to accompany such individual in the passenger cabin at no charge.

B. Carrier will accept as evidence that an animal is a service animal the presentation of identification cards, tags, or other written documentation; the presence of harnesses or markings on harnesses; or the credible verbal assurances of the individual with a disability using the animal.

C. Carrier will permit a service animal to accompany a qualified individual with a disability at either a bulkhead seat or a seat other than a bulkhead seat, as the individual prefers, unless the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Service animals may not occupy a seat.

D. A trained service animal accompanied by a trainer will be permitted to travel aboard Carrier's aircraft only if the animal is being delivered to the domicile of an individual with a disability who either owns or, upon delivery, will take immediate ownership of the animal for that individual's personal use. No additional charge will be assessed for carriage of a trained service animal being delivered to the domicile of the animal's owner under such circumstances.

E. Service animals in training will not be accepted by Carrier for transport.

49. - 54. Not used

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

55. Checking of Baggage (Issued June 2, 2003; Effective June 2, 2003)

A. Carrier will accept baggage for checking from a fare-paying passenger when tendered to Carrier no earlier than four (4) hours in advance of flight departure time at Carrier's airport ticket counter or curb-side checkin station, or at an earlier time on the day of commencement of travel as may be authorized by Carrier's Employees at the departure airport. Carrier will not check baggage tendered:

- (1) to a point beyond the destination indicated on the passenger's ticket;
- (2) to an intermediate stop or connection point; or
- (3) on any flight other than a flight on which the passenger is scheduled to travel.

B. Carrier will not check and hold baggage for a flight to be operated on a later date.

56. - 59. Not used

60. Free Baggage Allowance (Issued June 2, 2003; Effective June 2, 2003)

Upon presentation by a fare-paying passenger of a valid ticket, Carrier will allow the following baggage to be transported without charge:

A. Checked Baggage - Three (3) pieces of baggage, each piece of which having outside measurements (i.e., the sum of the greatest outside length plus the greatest outside width plus the greatest outside height) not exceeding sixty-two (62) inches, not weighing more than seventy (70) pounds per piece, and provided such baggage is checked for carriage in the cargo hold of the aircraft.

Exception: Military passengers traveling on permanent change of station (PCS) orders will be permitted to substitute as checked baggage one (1) duffel bag, sea bag, or B-4 bag that exceeds the sixty-two (62) inch dimension, provided that same does not exceed seventy (70) pounds in weight and eighty (80) inches in size (length plus height plus width).

B. Sporting Equipment - One (1) of the following items of sporting equipment may be checked in addition to the three (3) piece free baggage allowance for each fare-paying passenger at no charge:

- (1) Bowling bag, including ball and shoes;

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

- (2) Golf bag (either hooded or in a soft- or hard-sided golf bag carrying case provided by the passenger), including clubs, balls, and shoes;
 - (3) Firearms (sport rifles, shotguns, and handguns), so long as unloaded and encased in a hardsided, locked container acceptable to Carrier for withstanding normal checked baggage handling without sustaining damage to the firearm, with the passenger retaining possession of the key or combination to the container lock;
 - (4) Fishing tackle box and fishing rod, so long as the rod is encased in a cylindrical fishing rod container suitable to Carrier for withstanding normal checked baggage handling without sustaining damage to the rod;
 - (5) Snow ski equipment encased in a container or containers acceptable to Carrier and including no more than one (1) pair of skis or one (1) snow board, one (1) pair of ski boots, and one (1) pair of ski poles;
 - (6) Water ski equipment encased in a container or containers acceptable to Carrier and including no more than one (1) pair of water skis and one (1) life preserver;
 - (7) Boogie board;
 - (8) Skateboard;
 - (9) Archery equipment, including a bow, arrows, and an average size target (large target stands cannot be accepted), so long as the bow and arrows are encased in a container acceptable to Carrier for withstanding normal baggage handling without sustaining damage to the equipment; or
 - (10) Scuba equipment, provided air tanks are empty and all accompanying equipment (BCD, mask, flippers, weight belt, etc.) are encased together in a container acceptable to Carrier.
- C. One (1) infant stroller and one (1) infant or child safety seat will be checked in addition to the three (3) piece free baggage allowance for each fare-paying passenger at no charge.
- D. Firearms - Carrier will not accept assembled firearms and ammunition for transportation except as follows:
- (1) Unloaded sporting firearms will be accepted, provided they are encased in a hardsided, locked container acceptable to Carrier for withstanding normal baggage handling without sustaining damage to the firearms or other baggage, with the passenger retaining possession of the key or combination to the container lock.

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

(2) Small-arms ammunition intended for sport or hunting will be accepted only if carried within sturdy checked baggage in the manufacturer's original container or an equivalent fiber, wood, or metal container specifically designed to carry ammunition and providing for sufficient cartridge separation. Magazines and clips containing ammunition must be securely packaged so as to protect the cartridge primers. Carrier will accept no more than three hundred (300) rounds of pistol (rim fire) ammunition, one hundred and twenty (120) rounds of rifle (center fire) ammunition, or one hundred and fifty (150) shotgun shells per passenger, with a total gross weight of the ammunition plus containers not to exceed eleven (11) pounds per passenger.

E. If a mobility aid or assistive device, upon which a passenger who is a qualified individual with a disability is dependent, cannot be carried in the passenger cabin due to space limitations, such aid or device will be checked and carried in addition to the free baggage allowance, without charge. Additional requirements concerning transportation of wheelchairs and other mobility aids or assistive devices, the preparation and possible disassembly of battery-operated devices, and advance notice and checkin for individuals traveling with certain types of devices are set forth in the Southwest Airlines Customer Service Commitment. See Article 126, below.

61. - 64. Not used

65. Excess Baggage Charges (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

A. Application - Excess baggage charges specified in this Article will be applicable from the point at which the baggage is accepted to the point to which the baggage is checked.

B. Charges:

(1) Baggage in excess of the free baggage allowance specified in Article 60 above will incur a charge of Forty Dollars (\$40.00) per piece for the first and second excess item, Sixty Dollars (\$60.00) per piece for the third through the sixth excess item, and One Hundred and Ten Dollars (\$110.00) for each additional excess item checked thereafter.

(2) Baggage in excess of sixty-two (62) inches but not more than eighty (80) inches (sum of outside length plus outside height plus outside width) will incur an oversize charge of Forty-five Dollars (\$45.00) per item.

(3) Baggage weighing between seventy-one (71) and one hundred (100) pounds will be accepted as checked baggage for an excess weight charge of Forty-five Dollars (\$45.00) per item.

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

C. Exceptions - The following articles are excluded from the baggage weight and size limitations set forth in Articles 45 and 60 above and shall be acceptable for carriage upon the passenger's compliance with the special packing requirements and payment of applicable fees as follows:

- (1) Bicycles, when properly crated in a bicycle carton, will be accepted as baggage for a charge of Forty Dollars (\$40.00) each. Pedals and handlebars must be removed and stored so as not to be damaged or cause damage to other baggage.
- (2) Surfboards, when properly packed to prevent damage to the board and other baggage, will be accepted as checked baggage for a charge of Forty-five Dollars (\$45.00) each.
- (3) Wind surfing boards, when properly packed to prevent damage to the board, sail, boom, and to other baggage, will be accepted as checked baggage for a charge of Seventy Dollars (\$70.00) each.
- (4) Fishing rods will be accepted as baggage either:
 - (a) at no extra charge, if properly encased in a manufacturer's container or equivalent container supplied by the passenger that is acceptable to Carrier for withstanding normal baggage handling without sustaining damage to the rod; or
 - (b) for a charge of Ten Dollars (\$10.00) if encased in a container furnished by Carrier.
- (5) Vaulting poles will be accepted as checked baggage for a charge of Thirty-five Dollars (\$35.00) each.
- (6) Gun boxes designed to hold no more than two (2) sporting rifles or shotguns are exempt from oversize charges; however, they may be subject to a charge of Forty-five Dollars (\$45.00) each if in excess of the free baggage allowance specified in Article 60 above.
- (7) Hanging garment sample bags with outside length, width, and height measurements exceeding eighty (80) inches, up to a maximum of one hundred and ten (110) inches, will be accepted as odd size, if flexible, and may be included in the free baggage allowance.
- (8) Camera, film, video, lighting, and sound equipment will be accepted when tendered by representatives of network or local television broadcasting companies or commercial film-making companies. A fee of Thirty Dollars (\$30.00) will be charged for each item in excess of the free baggage allowance specified in Article 60 above.

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

(9) Items listed in Articles 60.B. and 60.C. above that are in excess of the free baggage allowance specified therein will be subject to the applicable excess baggage charge specified in Article 65.B. above; however, no oversize charge shall apply.

66. - 74. Not used

75. Baggage – Limitation of Liability (Issued June 2, 2003; Effective June 2, 2003)

- A. The liability, if any, of Carrier for loss of, damage to, or delay in the delivery of checked or unchecked baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by an individual with a disability (see Article 75.E. below), is limited to the proven amount of damage or loss, but in no event shall be greater than Two Thousand Five Hundred Dollars (\$2,500.00) per fare-paying passenger, unless the passenger at time of checkin has declared the value of the baggage to be in excess of Two Thousand Five Hundred Dollars (\$2,500.00) ("excess valuation") and has paid an additional charge of One Dollar (\$1.00) for each One Hundred Dollars (\$100.00) of excess valuation. See Article 75.D. below for excess valuation limitations. Carrier will compensate the passenger for reasonable, documented damages incurred as a result of the loss of, damage to, or delayed delivery of such baggage up to the limit of liability or declared valuation, whichever is higher, provided the passenger has exercised reasonable effort to minimize the amount of damage. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less depreciation for prior usage.
- B. Carrier will pay delayed checked baggage delivery charges only so long as such baggage was tendered to Carrier by the passenger at least twenty (20) minutes prior to the scheduled departure time of the passenger's first flight. If a passenger's baggage is tendered to Carrier less than twenty (20) minutes prior to the scheduled departure of the passenger's first flight, Carrier will make reasonable efforts, but cannot guarantee, to transport such baggage on the passenger's flights, and Carrier will not assume responsibility for delivery charges if such baggage arrives to the passenger's destination on a subsequent flight.
- C. Carrier will be liable for such personal property only for the period in which it is in the custody of Carrier. While every reasonable effort will be made to return items inadvertently left behind by passengers onboard an aircraft, Carrier assumes no liability or responsibility for property carried onboard an aircraft by a passenger.
- D. When excess value is declared, the passenger's baggage and its contents may be inspected by Carrier's Employees. Such baggage must be checked, and excess valuation coverage

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

will apply only to the point to which it is checked by Carrier and claimed by the passenger.

- E. The declared excess valuation for baggage shall not exceed One Thousand Two Hundred and Fifty Dollars (\$1,250.00) above the Two Thousand Five Hundred Dollar (\$2,500.00) limitation of Carrier's liability established by this Contract of Carriage, for a total maximum declared valuation of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00). Excess valuation coverage is not available for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable papers; securities; business documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables.
- F. Carrier's liability with respect to damage to wheelchairs, other mobility aids, and assistive devices upon which an individual with a disability is dependent shall be the documented cost of repair. If a wheelchair, mobility aid, or assistive device is lost or irreparably damaged, Carrier's liability shall be the documented original purchase price of the wheelchair, mobility aid, or assistive device, without depreciation. Carrier will also compensate the passenger for other reasonable expenses incurred as a result of the loss of, damage to, or delayed delivery of the wheelchair, mobility aid, or assistive device.
- G. Carrier assumes no responsibility and will not be liable for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable papers; securities; business documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables contained in checked or unchecked baggage. For the passenger's protection, these items should not be transported in or as checked baggage.
- H. Carrier assumes no responsibility and will not be liable for loss of or damage to protruding parts of luggage and other articles of checked baggage, including but not limited to wheels, feet, pockets, hanger hooks, pull handles, straps, zippers, locks, and security straps. Furthermore, Carrier assumes no liability for defects in baggage manufacture or for minor damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks, and dirt.

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

76. Fragile and Perishable Items as Baggage (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

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

77. - 79. Not used

80. Claims (Issued June 2, 2003; Effective June 2, 2003)

- A. No claim for personal injury or death of a passenger will be entertained by Carrier unless written notice of such claim is presented to Carrier within twenty-one (21) days after the occurrence of the event giving rise to the claim.
- B. In the case of loss of, damage to, or delay in delivery of baggage, no claim will be entertained by Carrier unless preliminary notification of such claim is first presented to Carrier within four (4) hours after arrival of the flight on which the loss, damage, or delay is alleged to have occurred. Thereafter, Carrier will consider such claim only upon written notice from the claimant submitted to Carrier no later than twenty-one (21) days after the occurrence of the event giving rise to the claim. Once Carrier receives written notice of the claim, a Passenger Property Loss Claim form will be provided to the claimant. In order to be considered by Carrier for payment, the Passenger Property Loss Claim form must be completed and postmarked for return to Carrier no later than forty-five (45) days following the occurrence giving rise to the claimed baggage loss, damage, or delivery delay.
- C. Failure to provide notice within the foregoing time limits will not bar a claim if the claimant establishes to the satisfaction of Carrier that he or she was unable, through no fault or omission of the claimant, to provide notice within the specified time limits.
- D. No legal action on any claim described above may be maintained against Carrier unless commenced within one (1) year of Carrier's written denial of a claim, in whole or in part.

81. Smoking (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

Smoking aboard Carrier's aircraft is prohibited by federal law.

82. – 84. Not used

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

85. Failure to Operate as Scheduled (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

- A. Cancelled Flights or Late or Irregular Operations - In the event Carrier cancels or fails to operate any flight according to Carrier's published schedule, or changes the schedule of any flight, Carrier will, at the request of a passenger confirmed on such flight:
- (1) transport the passenger on another of Carrier's flights on which space is available at no additional charge; or
 - (2) refund the unused portion of the passenger's fare in accordance with Article 90 below.
- B. Except to the extent provided in Article 85.A. above, Carrier shall not be liable for any failure or delay in operating any flight due to causes beyond Carrier's control, including but not limited to, acts of God, governmental actions, fire, weather, mechanical difficulties, Air Traffic Control, strikes or labor disputes, or inability to obtain fuel for the flight in question. Carrier shall use its best efforts to notify all affected passengers promptly of planned schedule changes and service withdrawals.
- C. Carrier will attempt to transport passengers and their baggage promptly and as scheduled. Flight schedules, however, are subject to change without notice, and the times shown in or on Carrier's published schedules, tickets, and advertising are not guaranteed. At times, without prior notice to passengers, Carrier may need to substitute other aircraft or airlines and may change, add, or omit intermediate or connecting stops. Carrier cannot guarantee that passengers will make connections to other flights of its own or those of other airlines. In the event of flight schedule changes, Carrier will attempt to so notify affected passengers as soon as possible at the airport or enroute.

86. - 89. Not used

90. Refunds (Issued June 2, 2003; Effective June 2, 2003)

- A. Refundable tickets - The fare paid for unused travel by passengers who purchase fully refundable, unrestricted tickets may, for any reason and upon surrender of the unused ticket or unused portion thereof, or with the Ticketless Travel confirmation number and proof of purchase sufficient to Carrier, either be refunded or applied toward the purchase of future travel, provided that such refund or credit is requested within one (1) year from the date of ticket issuance. In accordance with Article 90.F. below, Carrier shall make eligible refunds according to the original form of payment. Refund or credit requests will not be honored after one (1) year from the original issue date of the ticket.

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

- B. Nonrefundable tickets - Passengers who purchase restricted, nonrefundable tickets are not eligible for refunds, except as provided in Articles 90.C. and 90.D. below. Unless otherwise specifically stated on the ticket, in the travel agreement with Carrier, or by an Employee or agent of Carrier when reservations are booked, confirmed, or ticketed, the fare paid for unused nonrefundable tickets, upon surrender of the unused ticket or portion thereof, or with the Ticketless Travel confirmation number and proof of purchase sufficient to Carrier, may be applied toward the purchase of future travel, without penalty, provided that travel is completed within one (1) year after the original issue date of the ticket. The fare for the new ticket(s), however, may be greater and/or the new ticket(s) may be subject to different terms, conditions, or restrictions than the original ticket.
- C. Delays or involuntary cancellations - If a passenger's scheduled transportation is cancelled, terminated, or delayed before the passenger has reached his or her final destination as a result of a flight cancellation, missed connection, flight delay, or omission of a scheduled stop, Carrier will, at the passenger's option, either transport the passenger on another of Carrier's flights on which space is available at no additional charge, or, upon surrender of the passenger's unused ticket or portion thereof, refund the fare for the unused transportation or provide a credit for such amount toward the purchase of future travel.
- D. Denied boarding - If Carrier denies boarding or removes a passenger from an aircraft under conditions described in Article 10 above, Carrier will, upon surrender of the passenger's unused ticket or portion thereof, refund the fare paid for the unused ticket or portion thereof.
- E. Eligible fare refunds and credits will be made by Carrier as follows:
- (1) when no portion of the transportation has been provided, the refund or credit will be issued in an amount equal to the fare paid; or
 - (2) when a portion of the transportation has been provided, the refund or credit will be made in an amount equal to the difference, if any, between the total fare paid and the fare applicable to the transportation provided.
- F. Carrier shall make eligible refunds according to the original form of payment. Refunds for tickets purchased with a credit card shall be processed for crediting-back to the same credit card account no later than seven (7) days from the date the refund request is received by Carrier. Refunds for tickets purchased with cash or by check will be issued by check no later than twenty (20) days after the refund request is received by Carrier; provided that, with regard to tickets purchased by check, in cases where Carrier has reasonable cause to suspect fraud, Carrier may delay making an otherwise eligible refund

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

until such time as the check by which the ticket was purchased has cleared the financial institution on which it was drawn and Carrier has received payment.

- G. Carrier shall either make refunds in the currency with which the ticket was purchased or in U.S. Dollars.
- H. Carrier shall provide no refund for or replacement of tickets that have been lost, damaged, mutilated, destroyed, or stolen.

91. - 104. Not used

105. Denied Boarding Compensation (Issued June 2, 2003; Effective June 2, 2003)

- A. The following definitions, as prescribed in 14 C.F.R. § 250.1, pertain solely to the denied boarding compensation provisions of this Article:

Airport means the airport at which the direct or connecting flight, on which the passenger holds confirmed reserved space, is planned to arrive or some other airport serving the same metropolitan area, provided that the transportation to the other airport is accepted (i.e., used) by the passenger.

Comparable air transportation means transportation provided to passengers at no extra cost by a direct air carrier holding a certificate of public convenience and necessity issued by the U.S. Department of Transportation, or by a foreign air carrier holding a foreign air carrier permit issued by the U.S. Department of Transportation authorizing the scheduled air transportation of persons.

Confirmed reserved space means space on a specific date and on a specific flight of Carrier which has been requested by a passenger and which Carrier or its authorized agent has verified, by appropriate notation on the ticket or Ticketless Travel authorization, or in any other manner provided by this Contract of Carriage, as being reserved for the accommodation of the passenger.

Stopover means a deliberate interruption of a journey by the passenger, scheduled to exceed four (4) hours, at a point between the place of departure and the place of final destination.

The sum of the values of the passenger's remaining flight coupons means the sum of the applicable one-way fares, including any surcharges, airport or passenger facility charges, and air transportation taxes, less any applicable discounts.

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

- B. Request for Volunteers - In the event of an oversold flight, Carrier shall request volunteers for denied boarding before using any other boarding priority. A volunteer is a person who responds to Carrier's request for volunteers and who willingly accepts Carrier's offer of compensation, in any amount, in exchange for relinquishing his or her confirmed reserved space. Any other passenger denied boarding is considered to have been denied boarding involuntarily, even if that passenger accepts denied boarding compensation. If an insufficient number of volunteers come forward, Carrier may deny boarding to other passengers in accordance with Carrier's boarding priority rules as specified in Article 105.F. below. However, Carrier will not deny boarding to any passenger involuntarily who was earlier asked to volunteer without having been informed about the possibility of being denied boarding involuntarily and the amount of compensation specified in Article 105.E. below.
- C. Conditions for Payment of Compensation to Passengers Involuntarily Denied Boarding due to an Oversale - Subject to the exception in Article 105.D. below, Carrier will tender to a passenger the amount of compensation specified in Article 105.E. below, when:
- (1) the passenger holds a ticket for confirmed reserved space and presents himself or herself for carriage at the appropriate time and place, having complied fully with Carrier's requirements as to ticketing, reconfirmation, checkin, and acceptability for transportation in accordance with this Contract of Carriage; and
 - (2) other than for reasons set forth in Article 10 above, or when resulting from substitution for operational or safety reasons of an aircraft having a lesser seating capacity than the aircraft originally scheduled, Carrier is unable to accommodate the passenger on the flight for which the passenger holds confirmed reserved space, and such flight departs without the passenger.
- D. Exception - The passenger will not be eligible for compensation if Carrier offers comparable air transportation, or other transportation used by the passenger at no extra cost, that, at the time such arrangements are made, is planned to arrive at the airport of the passenger's next stopover or, if none, at the airport of the passenger's final destination not later than one (1) hour after the planned arrival time of the passenger's original flight or flights.
- E. Amount of Compensation Payable to Passengers Involuntarily Denied Boarding Due to an Oversale
- (1) Carrier shall tender compensation to a passenger who is denied boarding involuntarily from an oversold flight at the rate of twice the sum of the values of the passenger's remaining flight coupons from the point where denied boarding occurs to the passenger's next stopover or, if none, to the passenger's destination, with a maximum of Four Hundred Dollars (\$400.00). However, the compensation shall be one-half the amount described above, with a Two Hundred Dollar (\$200.00) maximum, if Carrier

SOUTHWEST AIRLINES Co.

CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

- arranges for comparable air transportation, or other transportation used by the passenger that, at the time either such arrangement is made, is planned to arrive at the airport of the passenger's next stopover or, if none, at the airport of the passenger's destination not later than two (2) hours after the time the direct or connecting flight on which the passenger holds confirmed space is planned to arrive.
- (2) The tender of compensation will be made by Carrier on the day and at the place where the denied boarding occurs, except that if Carrier arranges, for the passenger's convenience, alternate means of transportation that departs before the tender can be made, tender will be by mail or other means within twenty-four (24) hours after the time the denied boarding occurs.
- (3) Compensation will be tendered initially in the form of a draft made payable to the passenger. With the passenger's consent, Carrier may also offer vouchers for free transportation in lieu of the draft. The passenger may refuse Carrier's offer of travel vouchers and insist on receiving compensation by draft in the amount specified in Article 105.E.(1) above.
- (4) Acceptance of compensation by the passenger relieves Carrier from any further liability to the passenger caused by Carrier's failure to honor the confirmed reservation.
- F. Boarding Priority Rules - Carrier's boarding priority is established on a first-come, first-served basis in the order Boarding Passes are issued. In determining which passengers holding confirmed reserved space shall be denied boarding involuntarily, in the event an insufficient number of volunteers comes forward, Carrier shall deny boarding in reverse order from the order in which passengers check in to obtain Boarding Passes (i.e., the last passenger who checks in to receive a Boarding Pass will be the first passenger denied boarding involuntarily in an oversale situation), with no preference given to any particular person or category of passenger.
- G. Written Explanation of Denied Boarding Compensation and Boarding Priority Rules - When a denied boarding occurs, Carrier will give passengers who are denied boarding involuntarily a written explanatory statement describing the terms and conditions of denied boarding compensation and Carrier's boarding priority rules.

106. - 115. Not used

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

116. Ticket Acceptability (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

Carrier will accept only its own tickets, and then only if all transportation written thereon uses the services of Carrier. Any tickets issued in conjunction with travel on another carrier will not be accepted.

117. - 123. Not used

124. Check Acceptance (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

- A. Personal checks made payable to "Southwest Airlines" for the exact amount of the fare must include the payor's imprinted name and mailing address. A valid driver's license with picture, current passport, or other personal identification acceptable to Carrier is required. In addition, as a precautionary measure to protect Carrier from acceptance of fraudulent checks, Carrier may require the payor to provide a fingerprint on the check. For any reason and in Carrier's sole discretion, Carrier may refuse to accept the tender of a personal check and require another form of payment.
- B. Company checks may be made payable to "Southwest Airlines" for the exact amount of the fare. Proper identification of the person presenting a company check, i.e., valid driver's license and/or company identification, or other personal identification acceptable to Carrier, is required.
- C. A service charge of Twenty-five Dollars (\$25.00) will be assessed on unpaid checks returned to Carrier.

125. Compliance with Law and Governmental Regulations (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

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

SOUTHWEST AIRLINES Co.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

126. Southwest Airlines Customer Service Commitment (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

The Southwest Airlines Customer Service Commitment (CSC), attached as an Addendum hereto, is incorporated by reference in this Contract of Carriage. Carrier's CSC further explains, augments, and expands upon Carrier's policies, procedures, methods of operation, obligations, and dedication to Customer safety, service, and satisfaction.

127. Right to Change Contract (Issued Mar. 13, 2000; Effective Mar. 13, 2000)

Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract of Carriage or the Southwest Airlines Customer Service Commitment without prior notice. All changes must be in writing and approved by a corporate officer of Carrier.