

Company Name: SEATAC SHUTTLE, LLC dba WHIDBEY-SEATAC SHUTTLE C-1077

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**PASSENGER RULES**

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**Adults:** Adults are passengers who have reached or passed their 16th birthday but have not reached their 60<sup>th</sup> birthday on or before the date of travel. Does not apply to fares for service on Group Two, Three and Four routes as published in Time Schedule.

**Animals:** Generally, dogs, cats and other live animals or birds will not be carried. (C) Exception: Service dogs as defined by the ADA traveling with sight or hearing-impaired passengers, or documented disability passengers will be carried free of charge. Service dogs (properly documented) must be harnessed and will not be permitted to occupy a seat, but must lie or stand at the feet of the passenger. Other pets will be transported by prior arrangement at the sole discretion of the company. (C) Those animals including companion, therapy, or emotional support pets must be housed in pet carriers provided by passenger in an IATA approved kennel not to exceed 20"X19"X27" (size 200). These pets will be stowed in the luggage compartment. Smaller animals may be allowed in the passenger areas of the vehicle by prior arrangement if they are in an IATA approved kennel not to exceed 9.5"X12"X17" (size 50) and they must stay in the kennel, including heads and tails, during the entire trip. Animals will be moved to the luggage area if they have an offensive odor, create a noise disturbance or if a passenger is allergic to the animal. A fee will be charged for any animal that does not meet the definition of a Service Animal under the ADA.

**(N) Baggage Inspection:** Whidbey-Seatac Shuttle is responsible for the safety and comfort of all passengers transported. To ensure the safety and comfort of passengers and employees it may be necessary for the company to inspect baggage and other materials to be transported in or on its motor vehicles. All baggage and other materials to be carried in or on its motor vehicle is subject to inspection by the company. Examples may include, but are not limited to, the following items: Articles whose transportation as baggage are prohibited by law or regulation; Fragile or perishable articles; Articles whose dimensions exceed the size limitations in the company's filed tariff; Packages, bags, or parcels that are leaking; Firearms; Articles that have foul and obnoxious odors; or Items that cause annoyance, discomfort, or harm to persons or property.

**Baggage liability:** This company does not accept checked baggage. Checked baggage means passenger baggage that is accepted for transportation but is not carried in the passenger compartment of the vehicle. Most airports do not provide checked baggage service. Baggage is placed in a secured portion of the passenger compartment that is separate from the seating area and accessed from the back of the vehicle. Should the company accept any checked baggage it is required to be liable for checked baggage at the rate of \$100.00 per child and \$250.00 per adult. It is further required to provide excess liability of up to \$1000.00 per adult fare for checked baggage for an additional fee. A fee of \$10.00 plus \$2.00 per \$100.00 (or any portion thereof) of excess valuation would be charged. Baggage contents would be subject to inspection and verification prior to issuing excess valuation. In such case forms would be available from the business office or the driver.

**Base fare:** Fares set forth in the company's tariff, except for tariff supplements, in effect on the date the company filed a proposed tariff for flexible fares as a means to establish maximum fares.

**Employee fares.** The company offers employees and their immediate family living with them, when traveling with the employee, the opportunity to purchase reserved seats at 50% of the adult fare or free passage on a stand-by basis.

**Flag stops:** The Company does not stop at Flag Stops. All stops are by reservation only.

**Flexible fares:** The Company adopts the authority to charge, at the company's discretion, fares in any amount at or below the maximum fares.

**Frequent user fares:** Passengers traveling 10 round-trips within the preceding 6 months will receive 1 round-trip of the same or lesser value class fare. Passengers traveling 10 one-way trips within the preceding 6 months will receive 1 one-way trip of the same or lesser value class fare. The trip has no cash value. Does not apply to fares for service on Group Two, Three and Four routes as published in Time Schedule.

**Group discount:** Groups of 4 or more booked under the same reservation number will receive a ten percent (10%) discount on the total reservation. Does not apply to fares for service on Group Two, Three and Four routes as published in Time Schedule.

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**Intermediate application:** Fares to and from intermediate points not shown will be the same as the fare to or from the next more distant station for which fares are named.

**Military:** A Military Passenger is any passenger on active duty with the U.S. Armed Forces, retired military with valid military ID or a dependent of an active or retired military person who also possesses a valid military ID.

**Maximum fare:** Are fares set initially at twenty-five percent above the company's base fare, as published in the company's effective tariff, except for tariff supplements. After a maximum fare has been published and become effective, the maximum fare will increase annually by five percent, however the first five percent increase will be permitted on May 1, 2014.

**National security: (C)** Passengers traveling to or from a federal reservation or military installation with security procedures in effect and SeaTac any other scheduled stop may incur a \$3.00(Base)/\$4.35 (Maximum) reservation transaction fee.

**Objectionable passengers:** The company reserves the right to refuse to transport persons under the influence of drugs or alcohol, or who are incapable of taking care of themselves, or whose conduct or behavior may be objectionable to other passengers. (C) Passengers who refuse to comply with the Driver's instructions, or who create a disturbance or are argumentative causing disruption to the safe and expeditious operation of the shuttle or are using profanity or prolonged, loud cell phone usage may also be refused service. The carrier also reserves the right to refuse carriage of any materials that the carrier considers unsafe and not in the best interest of the passengers including animals except for ADA Service dogs.

**Oversize, overweight or excess luggage: (C)** Each ticketed passenger may carry 1 full sized bag, one hand-carry and one personal item such as a purse, briefcase or laptop computer. Bags in excess of the allowance will result in a charge per trip leg (each direction of travel). (C) Active duty military may have 1 additional checked bags at no additional charge; Active duty military on orders may have 2 additional checked bags at no additional charge. Bags in excess of either allowance and not declared at the time of booking may be denied. Each full sized bag may not exceed 50 pounds and be no larger than 62 linear inches (length + width + height) and your hand-carry may not exceed 40 pounds and be no larger than 10" H x 17" W x 24" L. Luggage exceeding the size and weight allowance may be allowed for an additional charge per item. No single piece of checked baggage may weigh over 70 pounds or exceed 80 linear inches (e.g.; surfboards, bicycles, scuba equipment). Passengers bringing allowed overweight baggage will be responsible for the loading and unloading of those bags. By prior arrangement, we may accept large Cardboard or Plastic Boxes/Tubs for an additional charge. Smaller sized boxes no larger than 12" H x 12" W x 12" L may be substituted for your checked bag. (C) We will not carry prohibited items as determined by TSA. All items brought onboard count toward your baggage limit except: Assistive devices (cane, crutches, etc.), Infant/child restraint devices for ticketed children, Outer garments (coat, hat, umbrella, etc.), Beverage and reading material.

**Port Access:** All customers are required to comply with all Port rules and regulations.

**Refusal of service:** The company may refuse service to a person when:

- (a) In the company's judgment, providing the service would be hazardous, unsafe, or dangerous to persons or property;
  - (b) In the company's judgment, driveways or roads are improperly constructed or maintained, do not have adequate turn-arounds, or have other unsafe conditions;
  - (c) The customer has an outstanding amount due to the company;
  - (d) The customer refuses to allow company personnel, drivers, agents, or representatives access to baggage or other materials prior to it being loaded in or on the vehicle;
  - (e) The customer appears to be under the influence of drugs or alcohol; or
  - (f) The customer attempts to bring on board the vehicle materials that would be detrimental to the safety or comfort of other passengers.
- (2) A company may refuse service to a person under other conditions that would be detrimental to the safety and comfort of passengers when those conditions are contained in the company's filed tariff and time schedule.
- (a) The customer fails to comply with company rules or Driver instructions.
  - (b) The customer fails to comply with company rules regarding the carriage or transportation of animals.

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**Round trip:** A round trip is one that originates at point A and terminates at point B with a return trip from point B to point A. Does not apply to fares for service on Group Two and Three routes as published in Time Schedule.

**Schedule maintenance:** Carrier will not be liable for delays caused by accidents, breakdowns, road conditions or construction, ferry closures or delays, storms, traffic or other conditions beyond the control of the carrier and does not guarantee arrival at or departure from, any point at any specific time. The carrier endeavors to maintain the time schedules, but does not guarantee to be able to do so at all times.

**Seniors:** Seniors are passengers who have reached their 60<sup>th</sup> birthday by the date of travel. Does not apply on Group Two, Three and Four routes as published in Time Schedule.

**Smoking:** Smoking is prohibited on all shuttle vehicles per WAC 480-30-216. Smoking includes the burning or vaporization of tobacco, marijuana, oils or any other substances discharging any fumes, smoke or vapors including e-cigarettes.

**Stopovers & intermediate stops:** Stops will be allowed at any safe point as determined by the company on a case by case basis, on the route within the limit of the ticket, upon notice to the agent at the time of placing the reservation provided it does not interfere with the schedule or safety. (C) A \$2.00(Base)/\$2.90 (Maximum) reservation transaction fee may be assessed for each reservation by the company for each intermediate stop reservation. Any such stops are at the discretion of the company must be by prior reservation.

**Ticket limitations, changes, cancellations and refunds:** One-way tickets will be good for 180 days from the date of sale. Round-trip tickets will be good for 180 days from the date of sale. (C) A single reservation transaction fee of \$10.00(Base)/\$14.48 (Maximum) per person per leg may be charged when reservations are re-scheduled or cancelled. Changes are not allowed after the scheduled departure time of the reservation. (C) Reservations made less than 24 hours prior to departure may incur a \$2.00(Base)/\$2.90 (Maximum) per person late booking transaction fee. (C) Passengers not utilizing the on-line booking facility and requiring the services of Customer Service Agent by phone may be assessed a \$1.00(Base)/\$1.45 (Maximum) reservation transaction fee. Reservations may not be changed to a date more than 180 days from the date of the original reservation. Customers who fail to show up by the scheduled departure time of their reservation at the designated pick-up point or who have not canceled or changed their reservation at least 24 hours prior to that time are not eligible for a refund. Refunds will be made if requested in writing if the cancellation or change was caused by an airline delay or cancellation substantiated by the passenger. Refunds may be granted by the company due to other extenuating circumstances. Reservation requests made less than 24 hours prior to departure time for SEA or less than 48 hours for any other points serviced may not be processed at the company's discretion. It is the passenger's responsibility to adhere to the standard airline or cruise ship check in time requirements and to assess and allow the time required to clear TSA screening and/or customs.

**Ticket redemption:** Unused tickets will be redeemed at the purchase price. Unused portions of round trip or commutation tickets will be redeemed by charging the regular fare or fares for the portion or portions used and refunding the balance of the purchase price except as provided for in the Ticket Limitations section of these rules.

**Travel Agents:** Travel agents are persons who have a current and valid IATA number.