



**RECIPROCAL SPACE AVAILABLE CABIN SEAT AGREEMENT**

SPIRIT AIRLINES (NK) and ATLANTIC SOUTHEAST AIRLINES (EV) agree to a reciprocal interchange of space available cabin seats for current qualified Flight Attendants of the two companies. This agreement is subject to the following restrictions:

- Flight Attendants of Spirit are prohibited from occupying the actual jumpseat aboard ASA aircraft.
- Flight Attendants of ASA are prohibited from occupying the actual jumpseat aboard Spirit aircraft.
- Transportation is contingent upon availability and/or load restrictions.
- Transportation is limited to commuting to/from an assigned base or for pleasure travel and will not be used for the purpose of conducting company business.
- User agrees to leave the aircraft on any stop when requested to do so by a company representative.
- If traveling to an international destination, user will carry passport, VISA or any other documents necessary to satisfy customs, immigration, public health or security at each point of entry.
- User agrees to be responsible for paying any and all international departure taxes and fees.
- User declares that they are not prohibited by any law or government regulation from receiving free transportation.
- User must be in business attire or company uniform.
- User must be on active working Flight Attendant status, and may not be a trainee, be furloughed or a contract employee.
- User must complete an ACM (Additional Crew Member) pass one at least (1) hour prior to scheduled departure. These can be obtained at the ticket counter or gate. Signed copies will be given to the Gate Agent and to the Captain prior to boarding.
- User must provide a current, unexpired, company photo identification card.
- User agrees to assume all risk related to accident or injury, including personal injury or death, or loss or damage to property, and agrees that Spirit Airlines, Inc. will not be held liable for any such injury, death, loss or damage whether caused by Spirit Airlines, Inc. or its agents.
- Users will be boarded, beginning with the first non-revenue rider to have checked in, with priority being given to Spirit Airlines personnel on Spirit flights and ASA personnel on ASA flights.
- Luggage is not to be checked in at the ticket counter, as boarding is not assured. If luggage does not fit in available carry on space, luggage may be checked at the gate.
- Users will observe strict professional conduct and decorum at all times.
- The Captain will have final authority on the approval of any and all non-revenue riders.

Space available cabin seat travel is a "discretionary courtesy," and is subject to all applicable F.A.R.s, Company regulations and permission from the Captain. Spirit Airlines and ASA reserve the right to cancel the agreement at any time. Changes and alterations must be approved and agreed upon by an authorized representative of each carrier.

Flight schedules are available at [www.spiritair.com](http://www.spiritair.com) and [www.flyasa.com](http://www.flyasa.com). This agreement will become effective September 15<sup>th</sup>, 2007.

Accepted for Spirit Airlines, Inc.:

Robert Love  
Sr. Manager, Inflight

Date: 9/4/07

Accepted for ASA:

Eva Durham  
Vice President, Inflight Service

Date: Sept 4, 2007

Please retain one (1) copy of this signed agreement for your records and return one (1) copy to:  
Spirit Airlines, Inc.  
Director of Inflight  
2800 Executive Way  
Miramar, FL 33025  
954-447-8030 Fax

# **Reciprocal Flight Attendant Cabin Seat Travel Agreement**

Effective September 15, 2007 ATLANTIC SOUTHEAST AIRLINES, ("ASA") and SPIRIT AIRLINES agree to the mutual provision of transportation privileges for flight attendants under the following terms and conditions.

## **I. ELIGIBILITY & REQUIREMENTS**

- A.** Any active, current flight attendant of Spirit Airlines and Atlantic Southeast Airlines shall be eligible for transportation on the other's aircraft subject to all applicable governmental statutes and regulations and individual carrier procedures and other applicable regulations, including all applicable conditions of carriage of each company.
- B.** Transportation is applicable on Spirit Airlines and ASA flights and is on a space available basis. (Any applicable taxes or fees are the responsibility of the crewmember.) Flights operated by Delta or other regional carriers or code share partners are excluded from this agreement. Priority will be given by each carrier on its own flights to its own employees and all NRSA passengers (retirees, buddy pass holders, ID90, etc.). Thereafter, Spirit Airlines crewmembers along with crewmembers from other airlines that have entered into similar agreements with ASA will be accorded such transportation on a "first come, first served" basis.
- C.** Boarding is limited to cabin seats only. The number of seats assigned to other carrier's flight attendants is limited only by the number of open seats in the cabin. The boarded crewmember must comply with all directions of the Captain and the Flight Attendant in the cabin.
- D.** Flight attendants requesting transportation under this agreement must check in at any airport ticket office or departure gate a minimum of thirty (30) minutes before scheduled departure of a domestic flight and (75) minutes before the departure of an international flight. Flight attendants will be required to check in again at each stopover or connecting city.
- E.** Transportation provided under this agreement is solely for travel that is strictly personal in nature. Transportation under this agreement is not to be used for business related travel of a personal nature, and is not to be used in any way to facilitate a carrier's staffing or crew requirements or any employee's crew related duties, responsibilities, plans, prospects or objectives.

## **II. IDENTIFICATION**

Each flight attendant must produce proper identification upon check-in for his/her flight. All crewmembers must present a valid company ID displaying the word "Crew."

## **III. DRESS CODE**

Any crewmember utilizing transportation under this agreement while in uniform will be expected to conform to proper and complete uniform requirements. Crewmembers that are not in uniform must conform to the transporting carrier's non-revenue first class travel dress code standards of conservative casual business dress and grooming.

## **IV. EMBARGOES**

Each carrier may impose its own embargoes on periods of travel and routings, as it, in its sole discretion, deems necessary. Notice of such embargoes will be sent to the other carrier(s) to distribute the information to its offices.

## V. MISCELLANEOUS

- A.** The carrier receiving service under this agreement undertakes to release, indemnify, defend, and save harmless the carrier providing service, its directors, officers, employees, and agents from and against all liability, damages, claims, suits, theft, penalties or actions of every name and description, including any and all costs and expenses related thereto, including the defense thereof, reasonable attorneys fees and court costs arising out of or resulting from the act or omission of that carrier receiving services or its employee in connection with the services, except to the extent caused by the gross negligence or willful misconduct of the carrier providing service. The parties acknowledge and agree that to the extent that liabilities arise in connection with the services described in this Agreement, each will hold the other harmless only to the extent of its own negligence.
- B.** Except as otherwise required or permitted under this agreement, or by function of law, no party to this agreement will disclose this agreement or any details concerning this agreement to any third party, without first obtaining the written permission of the other.
- C.** No party hereto may assign its rights or the privileges of its crewmembers under this agreement without the prior written consent of the other.
- D.** Each party hereto understands and agrees that the privileges granted under this agreement are granted from one company to another and confer no personal right or entitlement to any employees of the parties hereto. Each party further agrees to communicate the conditions of this privilege to its crewmembers.
- E.** It is agreed that either party hereto will be relieved of its obligations to provide transportation hereunder in the event and to the extent that its performance hereof is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder ("*force majeure*"). It is understood that a carrier may deny transportation based on good faith concerns relating to flight departure schedules or times and insufficient time to process a particular employee's request under this agreement.
- F.** Except as otherwise specifically provided in this agreement, the parties understand and agree that neither any failure or delay by a party in requiring strict performance or in enforcing any provision of this agreement, nor any prior waiver or forbearance by a party, shall in any way constitute a precedent or a continuing waiver of any provision of this agreement.
- G.** Any party hereto may terminate this Agreement on thirty (30) days prior written notice to the other.
- H.** This agreement is the entire agreement between the parties hereto concerning its subject matter and shall supersede any previous agreements, written or oral made between all three parties relating to that subject matter. Any amendment to this agreement must be in writing and signed by an authorized representative of each party.
- I.** The parties acknowledge and agree that the mutual provision of the privilege described herein is the consideration under this agreement, and no additional or other payment will be due under this agreement.

- L. To the extent that taxes may apply to any service received under this agreement, each party will be responsible for the payment of taxes applicable to it.

IN WITNESS WHEREOF, ASA and SPIRIT AIRLINES have caused this agreement to be executed by their authorized representatives.

For: ATLANTIC SOUTHEAST AIRLINES

For: SPIRIT AIRLINES

By: Eva Durham

By: Robert Fore

Eva Durham  
Vice President, Inflight Service

~~Vice President~~ Senior Manager  
Vice President, Inflight Service  
Or Designated Officer

Date: 08/31/2007

Date: 9/4/07

Carrier Code: EV

Carrier Code: NK

Phone: (404) 766-1400, ext. 2370

Phone: 954-628-4837