

ALL RESORT COACH, INC  
DBA  
LEWIS STAGES  
CPCN 2147

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless specifically authorized by the Authority.  
Additions to, changes in, and eliminations from this tariff will be in loose-leaf form.

**Passenger Tariff No. 1  
Naming  
Rules and Regulations  
And  
Rates and Charges  
For the Transportation of Passengers  
and their Baggage in  
The State of Nevada**

Issued:

Issued By:

Effective:

Gordon Cummins  
All Resort Coach, Inc  
DBA  
Lewis Stages  
549 West 500 South  
Salt Lake City, UT 84101

**ACCEPTED**  
**AUG 04 2010**  
Nevada Transportation Authority  
Las Vegas, Nevada

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**CHECKING SHEET FOR TARIFF**

Upon receipt of new or revised pages a check mark must be placed opposite the "Correction Number" corresponding to number shown in the left hand corner of the new or changed page.

**CORRECTION NUMBERS**

	1		7		13		19		25
	2		8		14		20		26
	3		9		15		21		27
	4		10		16		22		28
	5		11		17		23		29
	6		12		18		24		30

**EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS**

DBA	Doing Business As	N	New
NEV	Nevada	C	Change
No	Number	I	Increase
Nos	Numbers	R	Reduction
N.T.A. - Nevada Transportation Authority			

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**APPLICATION OF CARRIER'S OPERATIVE RIGHTS**

All Resort Coach, Inc DBA Lewis Stages is authorized under CPCN No. 2147 for Intrastate commerce as a common motor carries as follows:

To Provide intrastate charter bus service between points and places within the State of Nevada.

**RULES AND REGULATIONS**

**Application of Rates and Charges**

The charges herein are shown in dollars and cents and are payable in lawful United States money.

The charges published in this tariff are based upon the total number of charter coaches necessary to transport the charter party plus extra accommodations. If the total number of passengers exceeds the capacity of one coach, additional coaches will be supplied and billed at the cost of each coach used. Charges shown apply to charter trips over paved roads where the coaches can operate with safe and undue wear. If a chartering party requires use of a coach over dirt road, excessively damaged roads or other situations deemed to cause undue wear, additional surcharges will be assessed.

Charges outlined do not include gratuity, admission fees, meals, shows, hotel accommodations or any other like charges that will be considered extras. At the request of the chartering party, these extras can be contracted and coordinated and the charge will be assessed on the charter bill.

Charges for transportation and other arrangements are due and payable as set forth by the payment terms on each individual charter agreement.

Charges named herein include the service of the vehicle and driver unless otherwise stated.

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**LIMIT OF BAGGAGE LIABILITY**

Carrier assumes no responsibility for any personal luggage or for damage or loss to any such item. Luggage will not be checked by carrier operator. It is the responsibility of the chartering party to ensure all baggage has been loaded, unloaded and properly handled for. Personal baggage, musical equipment, athletic equipment and other personal/group items associated with the trip will be transported at no additional cost based on the available capacity of the chartered equipment.

Restricted Items: tools or items with sharp edges, explosives, flammables or liquids which could contaminate or be harmful to passengers or equipment.

**ANIMALS**

Animals other than "Service Animals" are not permitted to be carried.

**LIMIT OF LIABILITY**

Carrier will not be liable for delays caused by an Act of God, Public Enemies, Authority of Law, Quarantine, Riots, Strikes, Accidents, Breakdowns, Highway Conditions or any other condition beyond its control and does not guarantee arrival or departure time from any given point at any specified time. However, the carrier will endeavor to maintain the schedule submitted by the contracting party but the same is not guaranteed.

If in the opinion of the carrier, an Act of God, Public Enemies, Authority of Law, Quarantine, Riots, Strikes, Accidents, Breakdowns, Highway Conditions or any other condition beyond its control, makes it inadvisable to operate its equipment from the point of origin or any point enroute, the carrier shall not be liable therefore or be caused to be held for damages for any reasons whatsoever.

**CLAIMS**

1. A claim by a shipper or consignor against a common or contract motor carrier for lost or damaged freight or baggage must be submitted to the carrier within 7 days after the loss or damage is discovered.
2. Within 14 days after receipt of the claim, the carrier shall:
  - (a) Compensate the shipper or consignor; or
  - (b) Deliver to the shipper or consignor a written denial of the claim.
3. A denial of a claim may be appealed by the shipper or consignor to the Authority.

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**OBJECTIONABLE PERSONS**

The carrier and its employees have the right to refuse to carry any person or item at any time. Carrier may ask any person to disembark the vehicle at any point enroute for any reason including thought to be intoxicated, unruly or is believed to be under the influence of narcotics.

**CANCELLATION OF SERVICE**

All cancellation fees and timelines are to be identified by the carrier on each charter contract and adhered to per that contract. Carrier reserves the right to collect the penalties as outlined on such contracts. The carrier reserves the right to cancel any service because of weather or other conditions such as road hazards due to slides, storms, or other similar causes, natural, or otherwise which makes travel inadvisable.

**EQUIPMENT SUBSTITUTION**

When scheduled equipment is not available for any reason, mechanical issues or the group's capacity size, carrier may at their discretion substitute equipment.

**PASSENGER AGENT**

Carrier may elect to appoint as its agent any organization, firm, corporation, motel, hotel or legal gaming operation who individually or collectively desire to obtain passenger bus transportation service between one or more common points of collection of all applicable charges and remittance thereof direct to the carrier without individual passenger fare collection by the carrier.

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**COMPUTATION OF CHARGES:**

Charges will be computed as per below guidelines.

- 1- Basic Charge: The basic charge to be assessed will be the Live Mileage charge computed or the Time Charge computed, whichever is greater. In addition to the basic charge any "extras" will be added additionally.
- 2- Live Mileage Charge: The Live Mileage charge will be assessed for each mile traveled by the charter coach between the point of origin and the point of destination.
- 3- Time Charge: The time charges will be assessed for each 24-hour period computed from the time the charter coach is ordered to be staged at the point of origin to the time the coach is vacated by the chartering party at the point of destination, subject to a minimum usage charge of (3) hours.
- 4- Deadhead Mileage Charge: The deadhead mileage charge will be assessed for any charter in which the point of origin is more than 15 miles from the carrier's equipment location.
- 5- Extra Charges: Extra charges will be assessed and added to the basic charge as per the chartering party's added services.
- 6- Clark County Airport Passenger Fee: Any charter service that includes a pick up/drop off at the airport will have an additional charge added to the applicable charges based on the current airport surcharges.

**FRACTIONS OF CHARGES:**

In computing charges or distances, all fractions must be retained at their full value until the final result is obtained, then all remaining fractions will be disposed of as follows:

- Fractions of time to be rounded to the nearest quarter hour

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**EXTRA CHARGES:**

- All costs incurred by the carrier at the request of the chartering party, or by necessity based on the itinerary or conditions, for entrance fees, parking fees or other similar incidental fees will be collected from the chartering party.
- At the request of the charter party, carrier MAY make arrangements on the chartering party's behalf for rooms, food and beverage and other requested activities. The cost of these extras will be added to all other charges plus a \$40.00 fee.
- Any additional mileage operated or time incurred by the carrier occasioned by an Act of God, bad conditions for the roads, the group's delay or any other circumstances beyond its control, will be charged at the applicable rate and the chartering party will be responsible for such charges.
- Actual costs incurred for additional driver(s) required by reasons of the use of the charter equipment in such a manner that the original driver must be taken out of service to comply with federal or state regulations of On Duty Service regulations, will be added to all other charges.
- Airport Access Fees will be charged at the cost plus a \$40.00 fee for all airport arrivals.
- Parking Fees for any location or event will be charged at the cost plus a \$40.00 fee.

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Charter service cost to be determined based on the Time Charge or Mileage Charge, whichever is greater.

**Premium Motor Coach (50-56 passenger capacity):**

**TIME CHARGES: Hourly, Minimum, Maximum and Daily Charges:**  
 \$350.00 Minimum Usage Charge: Charges in dollars per coach for the first (3) three hours of charter movement.  
 \$80.00 Charges in dollars per coach for each additional hour or fraction thereof over and above the minimum charge.  
 \$1,900.00 For SPECIAL EVENTS: Charges in dollars per coach for the use of a coach for up to 12 hours on duty per day (10 hours drive time).

**MILEAGE CHARGES:**

Live Mileage: \$3.00 per mile  
 Deadhead Mileage: \$3.00 per mile

**Premium Mini Coach/Transit Pricing:**

1-34 pax MiniBus	175.00 for 2 hours, 80.00 each additional hour	12 hour max 900.00
1-30 pax Transit	225.00 for 2 hours, 80.00 each additional hour	12 hour max 1100.00
1-45 pax Transit	275.00 for 2 hours, 80.00 each additional hour	12 hour max 1100.00

**Deluxe Mini Coach:**

1-30 pax 50.00 for each hour

**EMPLOYEE SHUTTLE SPECIAL PROJECTS:**

Carrier may engage in specific projects for transporting employees/workers

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to/from job sites within the State of Nevada. In such cases the pricing will be contracted based on the project specific needs with an approximate costing of \$1100 per day for a 15hour period for service not to exceed 250 miles per coach.

An additional fuel surcharge will be assessed under the conditions described in the "fuel surcharge" section.

**DIESEL FUEL COST PRICE ADJUSTMENT (SURCHARGE):**

1. On the 25<sup>th</sup> day of each month, the price per gallon of diesel fuel will be determined based on the price stated by the US Department of Energy (DOE) Energy Information Administrative survey of Retail On-Highway Diesel Fuel Prices-Based on the West Coast Average.
2. If the 25<sup>th</sup> of the month is a holiday, the price will be determined the next business day.
3. The DOE fuel price will then be indexed based on the fuel price matrix below to determine the fuel surcharge to become applicable for the forthcoming month. The adjustment will apply throughout the entire month.
4. The fuel surcharge as determined will be applied to all charter bus rates based on either Basic, Live or Mileage whichever is greater. The surcharge will be shown separately on the charter contract.

FUEL PRICE MATRIX:

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\$4.51 and up	25%
\$4.00 - \$4.51	19%
\$3.21 - \$3.99	15%
\$3.01 - \$3.20	12%
\$2.65 - \$3.00	10%
\$2.25 - \$2.64	5%

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