

Original Title Page

N.T.A No. 1

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless specifically authorized by the Authority.

Additions to, changes in and eliminations from this tariff will be in loose-leaf form.

**FIVE STAR LIMO, LLC d/b/a  
FIVE STAR LIMO  
CPCN No. 1113, Sub 2**

**CHARTER SERVICE TARIFF**

Naming

**FARES, CHARGES, RULES AND REGULATIONS**

For

**THE TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE**

In

**CHARTER LIMOUSINE OPERATIONS**

Between

**POINTS AND PLACES IN THE STATE OF NEVADA**

Issued:

Issued by:

Effective:

FIVE STAR LIMO, LLC  
dba FIVE STAR LIMO  
4345 W. Post Rd  
Las Vegas, NV 89118

**ACCEPTED**

**OCT 26 2017**

Nevada Transportation Authority  
Las Vegas, Nevada

**FIVE STAR LIMO, LLC, d/b/a  
FIVE STAR LIMO  
Charter Service Tariff 1**

**CHECKING SHEET FOR TARIFF**

Upon receipt of new or revised pages, a check mark must be placed opposite the A Correction Number (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicate that a new or revised page has not yet been received, request should at once be made to the issuing carrier for a copy of the new or revised 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
NV ..... Nevada	C ..... change, neither increase nor reduction
No. .... Number	I ..... Increase
Nos. .... Numbers	R ..... Reduction
NTA.....Nevada Transportation Authority	

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**APPLICATION OF CARRIERS OPERATING AUTHORITY**

Fares and charges in this tariff are limited in their application to the extent of carrier's operation authority set forth in certificate, issued by the Nevada Transportation Authority, RESTRICTED to transportation in INTRASTATE Commerce only as a common carrier by motor vehicle, as follows:

**FIVE STAR LIMO, LLC d/b/a  
FIVE STAR LIMO**

A On Call over irregular routes, of Passengers in charter service by limousine between points and within Clark County and Nye County, Nevada

**RULES AND REGULATIONS**

**APPLICATION OF TARIFF**

Fares and charges named in this tariff are stated in gross (commissionable) terms; and cover only ground transportation of passengers and their baggage, as provided in Carrier's Operating Authority in transportation operations. Rates and charges provided in this tariff, for services as ordered, shall be prepaid or paid by established accounts within 30 days of service. Charges for services in addition to the services ordered and previously prepaid shall be paid within 24 hours of presentation of invoice or transportation bill to debtor.

CHARTER OPERATIONS shall be conducted under charges as provided herein.

**BAGGAGE**

Hand baggage, not to exceed seventy (70) pounds in weight for each fare ticket will be carried without charge. No baggage other than hand baggage will be carried on any trip. Carrier will not be liable for loss or damage to baggage or contents thereof unless occasioned by lack of reasonable care on its part and then only for the maximum liability of \$250.00 for the loss of, or damage to, any single piece of baggage, including its contents.

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**RULES AND REGULATIONS**

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**LIABILITY**

10

The carrier will not be liable for delays caused by an act of God, public enemy, authority of law, quarantine, riots, strikes, force majeure, accidents, breakdowns, bad conditions of the road, storms and other conditions beyond its control; and does not guarantee to arrive at or depart from any point at a specified time. The carrier will endeavor to maintain the schedule submitted by its agent or employee; and, over routes indicated, but the same is not guaranteed.

If any act of God, public enemy, authority of law, quarantine, perils of navigations, riots, strikes, the hazards or dangers incident to the state of war, accidents, breakdowns, bad conditions of the road, storms, and other conditions beyond its control make it, in the opinion of the carrier, inadvisable to operate its equipment either from the point of origin or any point en route, the carrier will not be held for damages for any reason whatsoever.

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**CLAIMS**

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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. 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.

A denial of a claim may be appealed by the shipper or consignor to the Authority.

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**OBJECTIONABLE PERSONS**

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The driver of the transit vehicle will have the right to refuse to carry any person or require any passenger to leave the vehicle if the person or passenger is intoxicated, unruly or who is believed to be under the influence of narcotics.

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**ANIMALS**

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Animals, other than "Seeing Eye Dogs" will not be carried unless properly confine.

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**PASSENGER AGENT**

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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 for the collection of all applicable charges and remittance thereof direct to carrier without individual passenger fare collection by the carrier.

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**CANCELLATION FEE**

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A cancellation fee will be charged in the event that the request for transportation is cancelled less than twenty-four (24) hours from time of cancellation notification to time of requested service. Cancellation with less than twenty-four (24) hour notice will be charged the full amount of the chartered service.

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**REFUNDS**

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Service requested must be cancelled by the booking party with a minimum of twenty-four (24) hour notice in order to receive a full refund. Cancellation with less than twenty-four (24) hour notice is not refundable.

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**FAIR MINIMUM**

60

A minimum of one (1) hour of fares must be paid to warrant service being offered.

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**CHILDREN – UNACCOMPANIED**

70

No person under the age of 18 will be permitted to take part in service, unless a parent, guardian or other responsible adult accompanies the minor. We define an *adult* any person who is over 18 years of age, or older, and who is responsible for the care and supervision of the child.

**CHILDREN’S FARES**

75

No child will have a reduced rate. No child will be allowed to sit in anyone’s lap and children who require infant seats or child safety seats will be allowed on the provision that a responsible adult provides such a seat and installs that seat in the vehicle securing it with the vehicle’s safety belts.

**NON-DISCRIMINATING**

80

Carrier will not refuse service to anyone because of race, creed, sex or national origin.

**SEAT BELTS**

90

All passengers will be required to fasten the vehicle’s seat belts at any time the vehicle is in motion. Carrier reserves the right to refuse service to anyone who cannot, or will not, wear a seat belt.

**SMOKING**

95

Smoking will not be permitted in any of the carrier’s vehicles.

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APPLICATION

95

Charges shown in this section for Charter Services cover continuous transportation only from a point of origin and destination in Clark County and Nye County, Nevada.

Charter Services will be conducted over paved, oil macadam roads, or roads over which carrier's equipment can be operated with safety and without undue wear.

For purposes of the CHARTER SERVICES RATES AND CHARGES set forth below, the term "Limousine", if not otherwise defined, shall be used to identify and include all vehicles which qualify as either a Livery Limousine or a Traditional Limousine, and shall not distinguish between vehicles which may fall under one definition or the other; the fares are based upon passenger capacity unless otherwise noted.

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**CHARTER SERVICES RATES AND CHARGES**

Charges shown below will be computed on the bases of either (1) The Hourly Rate, or (2) The Minimum Charge, whichever results in the greater charge shall apply.

- 1. Non-Modified SUV with a passenger capacity of six (6) persons plus driver
  - a.) Minimum Charge, one hour.....\$ 45.00
  - b.) With half hour increments thereafter.....\$ 22.50
- 2. Limousines with a passenger capacity of six (6) persons plus driver
  - a.) Minimum Charge, one hour..... \$ 58.00
  - b.) With half hour increments thereafter.....\$ 29.00
- 3. Limousines with a passenger capacity of ten (10) persons plus driver
  - a.) Minimum Charge, one hour.....\$ 75.00
  - b.) With half hour increments thereafter.....\$ 37.50
- 4. Limousines with a passenger capacity of fourteen (14) persons plus driver
  - a.) Minimum Charge, one hour.....\$120.00
  - b.) With half hour increments thereafter..... \$ 60.00
- 5. Limousines with a passenger capacity of twenty (20) persons plus driver
  - a.) Minimum Charge, one hour.....\$150.00
  - b.) With half hour increments thereafter.....\$ 75.00
- 6. Airport Fee (Airport Pick-up surcharge).....\$ 5.00
- 7. Meet and Greet Fee (required sign and meeting assistance outside standard limo pick-up and staging areas).....\$ 10.00
- 8. Amenities will be cost plus (charge is per amenity).....\$ 10.00

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Amenities will include flowers, gifts, iced drinks but it is not all inclusive.

Rate includes driver, audio/video equipment.

Rate is exclusive of rate for accompanying staff (i.e. interpreter services). Cancellation charges in accordance with rule 50 and 55

Any toll charges, parking or other trip fees, park entrance fees are responsibilities of the customer.

Maximum driving allowed by law is 10-hours per day. Therefore, any long distance trip over 5-hours driving one way, requires overnight stay at turning point, making the trip two days, and customer shall be responsible for cost of Driver lodging and food, all toll charges, parking and other trip related fees.

While FIVE STAR LIMO, LLC d/b/a FIVE STAR LIMO will endeavor time schedules specified by customers, they will not be liable for delays caused by an act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, and hazard or dangerous incident to a state of war, accidents, storms and any other conditions beyond its control. FIVE STAR LIMO, LLC, d/b/a FIVE STAR LIMO shall not be held liable for any damages caused by delays specified herein.

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**FUEL SURCHARGE TABLE AND RULES**

The following Fuel Surcharge Rules will apply to carriers who are authorized to provide charter service by limousine and who are authorized to charge and collect a fuel surcharge.

1. The price of regular and diesel fuel is an amount equal to the retail price per gallon or regular and diesel fuel elective for the 25<sup>th</sup> calendar day of the immediately preceding month determined according to the United States Department of Energy (DOE), Energy Information Administration (EIA) survey on Weekly Retail Gasoline and Diesel Prices, Regular Grade – West Coast (PADD 5) and Weekly Retail Gasoline and Diesel Prices, Diesel, All Types – West Coast (PADD 5). The prices may be obtained by called the DOE, EIA at (202) 586-8800 or via the DOE, EIA website at [www.eia.doe.gov](http://www.eia.doe.gov), via the "Petroleum" link.
2. If the 25<sup>th</sup> day of the calendar month is a Federal holiday, the fuel price will be determined based on the stated DOE price available on the next subsequent business day.
3. The DOE fuel price obtained will then be indexed based on the matrix set forth below to determine the fuel surcharge. The fuel surcharge will apply for all charter limousine transportation beginning on the 1<sup>st</sup> day of the following month and will remain in effect through the last day of the calendar month.
4. The fuel surcharge will be added on an hourly basis utilizing the matrix set forth below. The resulting charge is in addition to all other applicable transportation charges.

When the DOE Fuel Price Per Gallon reported on the 25<sup>th</sup> of the month is:

The Fuel Surcharge that becomes effective on the 1<sup>st</sup> day of the following month is:

\$2.25 - \$2.74	\$ 2.00
\$2.75 - \$3.24	\$ 3.00
\$3.25 - \$3.74	\$ 4.00
\$3.75 - \$4.24	\$ 5.00
\$4.25 - \$4.74	\$ 6.00
\$4.75 - \$5.24	\$ 7.00
\$5.25 - \$5.74	\$ 8.00
\$5.75 - \$6.24	\$ 9.00
\$6.25 - \$6.74	\$10.00

NOTE 1: The fuel surcharge that is applicable for a given month must be passed along to all customers.

NOTE 2: The fuel surcharge must be shown separately from the charter revenue on carrier transportation documents for the purpose of identifying the amount as special fuel-related revenue.

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