

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

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

LD TOURS

CPCN No. 2103, Sub 2

CHARTER SERVICE TARIFF I

Naming

FARES, CHARGES, RULES AND REGULATIONS

For

**THE TRANSPORTATION OF PASSENGERS
AND THEIR BAGGAGE**

In

CHARTER BUS OPERATIONS

Between

POINTS AND PLACES IN THE STATE OF NEVADA

ISSUED: _____

EFFECTIVE: _____

ISSUED BY:
LD TOURS, LLC
Mark Johnson, Owner
3455 Cliff Shadows Pkwy. Suite 110-4
Las Vegas, Nevada 89129



LD TOURS, LLC
Charter Service Tariff 1

CHECKING SHEET FOR TARIFF

Upon receipt of new or revised page a check mark must be placed opposite the "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 omissions. However, if check marks indicate that a revised page has not yet been received, request should at once be made to the issuing agent for copy of same.

CORRECTION NUMBERS

1	11	21
2	12	22
3	13	23
4	14	24
5	15	25
6	16	26
7	17	27
8	18	28
9	19	29
10	20	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
N.T.A.....Nevada Transportation Authority	

ISSUED: _____

EFFECTIVE: _____

ISSUED BY:
LD TOURS, LLC
Mark Johnson, Owner
3455 Cliff Shadows Pkwy. Suite 110-4
Las Vegas, Nevada 89129



APPLICATION OF CARRIER'S OPERATIVE RIGHTS

Rule 1: Fares and charges in this tariff are limited in their application to the extent of carrier's operating authority, set forth in certificate issued by the Nevada Transportation Authority, restricted to passenger transportation in intrastate commerce, on call, irregular route charter bus service, between points and locations within the State of Nevada.

RULE NO.	REGULATIONS & RULES
10	<p>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 48 hours of presentation of invoice or transportation bill to the debtor.</p>
20	<p>BAGGAGE: Carrier assumes no responsibility for personal baggage. Personal baggage will be transported at no additional charge. The following items are prohibited on board the vehicle: articles or tools with sharp edges, aerosols (with the exception of personal care items or toiletries in limited quantities), blasting caps, chlorine for pools and spas, dynamite, fireworks, flammable liquid, gel, or aerosol paint, flammable fuels, gas torches, gasoline, hand grenades, lighter fluid, realistic replicas of explosives or incendiaries, recreational oxygen, spray paint, tear gas, self-defense sprays containing more than 2% by mass of tear gas, torch lighters, turpentine and paint thinner.</p>
30	<p>LIABILITY: The carrier will not be liable for delays or cancellations of contract caused by an act of God, public enemy, authority of law, quarantine, riots, strikes, force majeure, accidents, breakdowns, perils of navigation, hazards or dangers incident to the state of war, traffic, bad conditions of the road and/or storms. If any conditions beyond its control, which in the opinion of the carrier make it inadvisable to operate its equipment (either from the point of origin or any point en route), the carrier will not be held liable for damages for any reason whatsoever. Carrier 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.</p>
40	<p>CLAIMS: (NAC 706.333) Claims for lost or damaged freight or baggage. (NRS 706.171)</p> <ol style="list-style-type: none"> 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:

ISSUED:

ISSUED BY: Mark Johnson
LD TOURS, LLC
3455 Cliff Shadows Parkway, Suite 110-4
Las Vegas, NV 89129

EFFECTIVE:



- (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.
(Added to NAC by Pub. Service Comm'n, eff. 9-1-87; A by Transportation Serv. Auth. by R071-98, 10-28-98)
NAC 706.333

- 50 **OBJECTIONABLE PERSONS:** LD Tours, LLC reserves the right to refuse to transport a person or persons under the influence or whose conduct is objectionable to other passengers or the safe operation of the coach. The driver of the transit vehicle will have the right to refuse to carry any person who is intoxicated, unruly or who is believed to be under the influence of narcotics. Smoking is prohibited while on the coach. These conditions are designed to achieve maximum safety and comfort for customer and operator.
- 60 **ANIMALS:** Animals, other than "Seeing Eye Dogs" will not be carried unless properly confined.
- 70 **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 for the collection of all applicable charges and remittance thereof directly to carrier without individual passenger fare collection by the carrier.
- 80 **CANCELLATION:** No penalty will be assessed for cancellations 48 hours before departure. Less than 48 hours will be assessed a charge of 50% of the total invoice. On-site cancellation will be assessed the full amount (100%) of the total invoice. LD Tours, LLC reserves the right to cancel any charter for non-payment or unsigned contracts. All contracts require signature and payment in order to be considered valid.
- 90 **ADDITIONAL CHARGES:** Client is responsible for all additional costs, including (but not limited to): airport fees, driver lodging, driver gratuity, parking, park entrance fees, tolls and/or attractions. Groups are to provide each driver with a single, non-smoking room (when applicable). Driver meals are covered in the cost of the charter unless otherwise specified.
- 100 **ITINERARY:** Driver will be given a copy of the work order and itinerary, and he/she will be instructed to follow it. Client shall be responsible for all additional hourly charges, plus any additional fees that may be incurred. All itineraries are subject to review and approval by carrier prior to departure. The Department of Transportation prohibits drivers to be on duty for more than 15 hours per day, 10 of which are driving hours. The driver must be given 8 consecutive hours off duty before returning to on duty status.

ISSUED:

ISSUED BY: Mark Johnson
LD TOURS, LLC
3455 Cliff Shadows Parkway, Suite 110-4
Las Vegas, NV 89129

EFFECTIVE:



- 110 **MOTOR COACH EQUIPMENT AND ACCESSORIES:** Accessories such as video equipment, restrooms and stereos are for the use of the passengers and, while the carrier will endeavor to maintain this equipment, the carrier will not guarantee its availability or operation at any point during the charter.
- 120 **PAYMENTS:** A deposit of 50% per charter is due at time of booking unless prior arrangements have been made. Full payment is due 24 hours prior to equipment departure from its base terminal unless other payment arrangements have been made. Any unpaid balance shall bear interest at 1.25% per month or 15% (fifteen percent) per annum. Carrier reserves the right to cancel the charter agreement if the payment has not been paid as agreed. Trips requiring rooming charges will also require additional deposit and payment conditions. Driver gratuities, any hotels, accompanying staff (interpreter services), toll charges, parking, trip fees, and park entrance fees are not included and are the responsibility of the customer unless other arrangements have been made.
- 130 **REPAIRS OR DAMAGE:** It is understood and agreed upon that the client, as well as passengers, are liable for all beyond normal repairs or cleaning to the chartered vehicle caused by the client's passengers. It is also understood that the client is liable for any damages caused by the client's passengers to the equipment, employees or visited location during the duration of the charter or as a result of the charter.
- 140 **SERVICE:** It is understood and agreed that the performance of the service detailed in a work order is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. The carrier reserves the right to lease equipment from other carriers in order to fulfill the charter agreement.

ISSUED:

ISSUED BY: Mark Johnson
LD TOURS, LLC
3455 Cliff Shadows Parkway, Suite 110-4
Las Vegas, NV 89129

EFFECTIVE:



RATES AND CHARGES

Charges shown in this section for Charter Services cover continuous round trip transportation only from point of origin in Clark County, Nevada, and return thereto. Charges shown below will be computed on the basis of either (1) two or three hour minimum rate with charge every hour thereafter, or (2) per mile rate; whichever results in the greater charge shall apply.

VEHICLE DESCRIPTION/CAPACITY	MINIMUM	HOURLY	PER MILE
54 or 57 Passenger (coach)	\$ 380.00 first 3 hours	\$110.00	\$3.25 per mile
30 Passenger	\$ 210.00 first 2 hours	\$105.00	\$3.25 per mile
24 Passenger	\$ 200.00 first 2 hours	\$100.00	\$3.00 per mile
16 Passenger	\$ 190.00 first 2 hours	\$ 95.00	\$2.75 per mile

- 1) LD Tours reserves the right to provide free or reduced rates in accordance with Nevada State Law (NRS 706.351).
- 2) LD Tours reserves the right to offer just and reasonable rates (NRS 706.311) for all services provided including solicitation and fulfillment of bids and contracts.
- 3) Trade Show and Convention transportation (i.e.: CES, Home Builders, World Market, MAGIC) will be offered at a reduced rate (\$95.00 per hour for coaches).
- 4) Premium rates will be applied for select events such as NASCAR and EDC (\$2000 per day per coach).
- 5) Due to supply and demand, rates will be increased or decreased on a monthly basis as follows:

a. January +5%	e. May +15%	i. September +10%
b. February +5%	f. June +10%	j. October +15%
c. March +10%	g. July +5%	k. November -5%
d. April +10%	h. August +5%	l. December -5%

ISSUED:

ISSUED BY: Mark Johnson
LD TOURS, LLC
3455 Cliff Shadows Parkway, Suite 110-4
Las Vegas, NV 89129

EFFECTIVE:



FUEL SURCHARGE TABLE AND RULES

The following Fuel Surcharge Rules will apply to carriers who are authorized to provide service by charter bus 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 of regular and diesel fuel effective for the 25th 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 calling the DOE, EIA at (202) 586-8800 or via the DOE, EIA website at www.eia.doe.gov, via the "Petroleum" link.
2. If the 25th 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 bus transportation beginning on the 1st day of the following month and will remain in effect through the last day of that 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 th of the month is:	The Fuel Surcharge that becomes effective on the 1 st 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.

ISSUED:

ISSUED BY: Mark Johnson
LD TOURS, LLC
3455 Cliff Shadows Parkway, Suite 110-4
Las Vegas, NV 89129

EFFECTIVE:



3% TAX Pursuant to SECTION 51 of AB175

The following rules apply to carriers who provide passenger transportation, excluding airport transport service:

Pursuant to Nevada Legislative Senate Bill No. 376

Sec. 36. Section 51 of Assembly Bill No. 175 of this session is hereby amended to read as follows:

Sec. 51. 1. Except as otherwise provided in subsection 2 and in addition to any other fee or assessment imposed pursuant to this chapter, an excise tax is hereby imposed on the connection, whether by dispatch or other means, made by a common motor carrier of a passenger to a person or operator willing to transport the passenger at the rate of 3 percent of the total fare charged for the transportation, which must include, without limitation, all fees, surcharges, technology fees, convenience charges for the use of a credit or debit card and any other amount that is part of the fare. The Department of Taxation shall charge and collect from each common motor carrier of passengers the excise tax imposed by this subsection.

2. The provisions of subsection 1 do not apply to an airport transfer service.

3. (Intentionally omitted)

4. As used in this section, "airport transfer service" means the transportation of passengers and their baggage in the same vehicle, except by taxicab, for a per capita charge between airports or between an airport and points and places in this State. The term does not include charter services by bus, charter services by limousine, scenic tours or special services.

NOTE 1: The passenger transportation recovery charge must be passed along to all customers.

NOTE 2: The 3% passenger transportation recovery charge must be shown separately from the total fare as defined above.

ISSUED:

ISSUED BY: Mark Johnson
LD TOURS, LLC
3455 Cliff Shadows Parkway, Suite 110-4
Las Vegas, NV 89129

EFFECTIVE:

