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**MARQUE MOTOR COACH, LLC**

**CPCN 2176**

**Charter Tariff No. 1**

**Naming**

**Rules and Regulations**

**For the Transportation of**

**Passengers and their Baggage**

**By Charter Bus**

**Between**

**Points and places in the State of Nevada.**

Issued:

March 24, 2015

Jeffrey Whiteaker  
Managing Member  
6625 S. Valley View Blvd., Suite 236  
Las Vegas, NV. 89118



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CHECKING SHEET FOR TARIFF

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Upon receipt of new or revised pages, a check mark must be placed opposite the "correction Number" shown below corresponding to number shows 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.

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CORRECTION NUMBERS

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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

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EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

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d.b.a.,....doing business as	N....New
NV.....Nevada	I....Increase
R.....Reduction	PAX..Passengers
No.....Number	Nos...Numbers
C.....Change neither increase or reduction	NTA.... Nevada Transportation Authority

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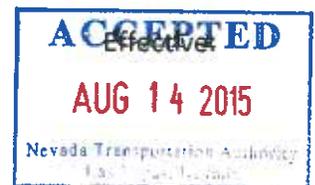
CANCELLATIONS

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APPLICATION OF CARRIERS OPERATIVE RIGHTS

Marque Motor Coach, LLC. is authorized under CPCN no. 2176 in intrastate commerce, as a common motor carrier as follows:

Operate as a passenger carrier to provide INTRASTATE CHARTER BUS

SERVICE between points and places in the state of Nevada.

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RESTRICTIONS:

The carrier may not stage or stand a vehicle at any location except while currently chartered or awaiting a preexisting charter client (a client with a confirmed reservation prior to the vehicle's initial arrival at the location). No transportation services may be provided through "kellying" or on a walk-up basis.

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SECTION 1

RULES AND REGULATIONS

APPLICATION OF TARIFF

Rule No. 5

The charges published in this tariff apply for the account of Marque Motor Coach, LLC. for the following transportation services as provided for in the carrier's Certificates of Public Convenience and necessity:

Operate as a passenger carrier to provide INTRASTATE CHARTER BUS  
SERVICE between points and places in the state of Nevada.

APPLICATION OF RATES AND CHARGES

Rule No. 10

All 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 charter coach, the charges shown herein, will be applied separately to each charter coach used. Charges shown herein apply to charter trips over paved, oiled macadam roads and roads over which the charter coach can be operated at the time of the trip with safety and without undue wear.

When the charges accruing on a charter movement, based on a time or mileage exceed the charges computed upon a rate Based upon a greater time or mileage charge, the latter should apply.

Charges named herein do not include gratuities, admission fees, meals, shows, hotel accommodations or any other like charges At the request of the charter party, carrier MAY make arrangements on the charter party's behalf for rooms, food or other Activities as requested by the charter party. The cost of these arrangements will be added to all other charges.

Charges for transportation and other arrangements are due and payable as specified on each individual Charter Service Confirmation.

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

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ANIMALS

Rule No. 20

Animals, other than "Guide Dogs" or other animals that assist a person with disabilities will not be carried without prior arrangements with the carrier unless the animal is properly confined.

LIMIT OF BAGGAGE LIABILITY

Rule No. 25

Carrier assumes no responsibility for any personal baggage lost by or stolen from passengers. Carrier will not be liable for loss or damage to baggage, luggage or the contents thereof unless occasioned by lack of reasonable care on the part of the carrier or its Agents and then only for the reasonable value thereof, subject to a maximum liability of \$250.00 for the loss of or damage to any single piece of baggage, including its contents thereof. Baggage will not be checked. Personal baggage, musical instruments, athletic equipment, and other paraphernalia necessary for the purpose of the trip, limited to the capacity of the charter coach, will be transported in the custody of the charter party at no additional charge.

LIMIT OF LIABILITY

Rule No. 35

The carrier will not be liable for delays caused by an Act of God, Public Enemies, Authority of Law, Quarantine, Riots, Strikes, Accident, 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 its agent and/or employee 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, Accident, Breakdowns, Highway Conditions, or any Other condition beyond its control, makes it inadvisable to operate its equipment either from the point of origin or any point enroute, the carrier shall not be liable therefore, or be caused to be half for damages for any reasons whatsoever.

CLAIMS

Rule No. 40

1. A claim by a shipper or consignee against a common 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 consignee; or
  - (b) Deliver to the shipper or consignee a written denial of the claim.
3. A denial of the claim may be appealed by the shipper or consignee to the Nevada Transportation Authority

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SECTION 1 RULES AND REGULATIONS (CONTINUED)

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OBJECTIONABLE PERSONS

Rule No. 45

The carrier will refuse to carry or will remove, at any proper point enroute, any person who is intoxicated or believed to be under the influence of narcotics. The carrier will also refuse to carry passengers whose physical or mental behavior, is such, as to render him or her incapable of caring for himself or herself without assistance or render himself or herself objectionable to other passengers, or involve any hazard or risk to other persons or property being transported. EXCEPTION: This rule does not apply to persons who are ill and are accompanied by an attendant nurse.

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CANCELLATION OF SERVICE

Rule No. 50

The carrier reserves the right to cancel any service because of weather or other conditions such as road hazards due to slides, storms, or any other similar causes, natural or otherwise which makes travel inadvisable.

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EQUIPMENT SUBSTITUTION

Rule No. 65

When scheduled equipment is not available or due to the total number of passengers, carrier may at their discretion substitute equipment.

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AGENT

Rule No. 70

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 directly to the carrier without individual passenger fare collection by the carrier.

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SECTION 1

RULES AND REGULATIONS (CONTINUED)

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COMPUTATION OF CHARGES

Rule No. 292

Charges will be computed as provided in subparagraph (1), (2), (3), (4) and (5) of this rule.

(1) BASIC CHARGE – The basic charge to be assessed will be either the Time charge computed under the provisions of subparagraph 3, or the Live Mileage charge computed under the provisions of subparagraph 2 whichever is greater. The charges computed under the provisions of subparagraph 4, 5 and 6 of this Rule will be assessed in addition to the basic charge.

(2) LIVE MILEAGE – The Live Mileage charge provided in Rule No. 1500 will be assessed for each mile traveled by the charter coach between the point of origin and the point of destination.

(3) TIME CHARGES – The time charges provided for in Rule No. 1000 will be assessed for each 24 hour period, computed from the time the charter coach is ordered to be at the point of origin, to the time each coach is vacated by the charter party at the point of destination, subject to a minimum charge of five (5) hours.

(4) SPECIAL CHARGES – Special charges provided in Rule No. 725 will be assessed and added to the basic charge computed under subparagraph 1 of this Rule.

(5) CLARK COUNTY PASSENGER FEE – Any charter service that includes a pick up at the airport will have an additional (20) dollar per airport entrance added to the applicable charges.

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SECTION 1

RULES AND REGULATIONS (continued)

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FRACTIONS, DISPOSITION OF

Rule No. 565

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 on in the following manner:

- (1) Fractions of less than one-half cent or mile, OMIT
  - (2) Fractions of more than one-half cent or mile increase to the next whole cent or mile.
  - (3) Fraction of quarter hours shall be rounded.
- 

SERVICE CHARGES

Rule No. 725

- (1) All costs incurred by the carrier at the request of the charter party for entrance and parking fees to National Parks, amusement parks, vacation parks or other similar incidental fees, will be collected from the charter party.
  - (2) At the request of the charter party, carrier MAY make arrangements on the charter party's behalf for rooms, food and other activities as requested by the charter party. The cost of accommodations will be added to all other charges.
  - (3) Any additional mileage operated, or time incurred by the carrier occasioned by an Act of God, bad conditions of the roads, or any other circumstances beyond its control, will be charged at the applicable rate.
  - (4) Any additional time incurred by the carrier at the request of the charter party, will be charged at the applicable rate.
  - (5) Actual costs incurred for additional driver or drivers required by reason of the use of the charter equipment in such a manner that the original driver must be taken out of service to comply with applicable federal or state hours of service regulations, will be added to all other charges.
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SECTION 2

CHARTER RATES AND CHARGES

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TIME CHARGES

Rule No. 1000

BETWEEN ALL AUTHORIZED POINTS

Applies as provided in Rule No. 292 (1), (3), (4) and (5) on this tariff

TIME CHARGES PER CHARTER COACH

COLUMN

(in Dollars and Cents)

Passengers	A	B	C
1-56	350.00	80.00	950.00

Column A Charges in Dollars per coach for the first (3) hours of the charter movement (minimum charge)

Column B Charges in Dollars per coach for each additional hour or fraction thereof over and above the Column A rate

Column C Charges in Dollars per coach Full Day Charge (Maximum 12 hours per day)

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LIVE MILEAGE CHARGE

Rule No. 1500

Applies as provided in rule No. 292 (2), (4), (5)

CHARGE PER MILE FOR EACH CHARTER COACH

(In Dollars and Cents per Mile)

Passengers	Charge
1-56	4.00

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RATES AND TARIFFS

- A). Payment by check or credit card due 14 days prior to departure date
  - B). Driver accommodation, tolls, Nat'l park entrance fees, and parking fees are the responsibility of the chartering party.
  - C). Cancellation between 1 and 10 days of the departure date will be charged 100%
  - D). Written cancellation between 11 and 30 days of the departure date will be charged a 50% fee.
  - E). Driver gratuity is not included.
  - F). Fuel surcharge to be applied on all charters.
  - G). Airport fees will be billed at cost for the Airport Shuttle.
  - H). Premium rates apply for NASCAR – \$2,500.00 per day, 2 day minimum required.
  - I). Maximum of 3 stops. 1<sup>st</sup> stop is point of origin.
  - J). Average trip is 250 miles per day or approx. 10 hours per day.
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RATES AND CHARGES

FUEL SURCHARGE / PRICE PER GALLON

10%	\$2.65 – 3.00
9%	\$2.55 – 2.64
8%	\$2.35 – 2.54
7%	\$2.25 – 2.34
6%	\$2.05 – 2.24
5%	\$1.80 – 2.04

DIESEL FUEL COST PRICE ADJUSTMENT (SURCHARGE)

The following diesel-related cost price adjustment (surcharge) will apply on all charter transportation charges, as described below.

1. On the 25<sup>th</sup> day of each calendar month, the price per gallon of diesel fuel will be determined based on the price stated by the U.S. Department of Energy (DOE), Energy Information Administration's (EIA) survey on "Retail On-highway Diesel Prices-West Coast Average." This price will be obtained by calling the DOE fuel Hotline at (205) 586-6966 or via the DOE web site at [www.eia.gov](http://www.eia.gov)
2. If the 25<sup>th</sup> day of the calendar month is a federal holiday, the price will be determined based on the State DOE price available on the next subsequent business day.
3. The DOE fuel price obtained will then be indexed based on the diesel fuel cost price adjustment factor matrix set forth in this item to determine the diesel fuel cost price adjustment that will become applicable on the 1<sup>st</sup> day of the month. The adjustment determined will apply for all transportation beginning on the 1<sup>st</sup> day of the following month and will remain in effect through the last day of that calendar month.
4. The resulting charge is in addition to all other applicable transportation charges.
5. The diesel fuel surcharge, if applicable for a given month, must be passed along to all charters.

The diesel fuel cost price adjustment will 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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Effective:  

 A rectangular stamp with a blue border. The word "ACCEPTED" is written in large, bold, blue capital letters at the top. Below it, the date "AUG 14 2015" is written in red. At the bottom, the text "Nevada Transportation Authority" and "Las Vegas, Nevada" is written in blue.
   
ACCEPTED  
AUG 14 2015  
Nevada Transportation Authority  
Las Vegas, Nevada