Original Title Page

Issued: October 14, 2021

No supplements to this tariff will be issued except for the purpose of cancelling the tariff unless specifically authorized by the Nevada Transportation Authority

Additions to, changes in and elimination from this tariff will be in loose leaf form

Rowdy Industries d.b.a. Nevada Party Bus CPCN # 2146 sub 2

Charter Tariff Number 1

Naming

Fares, Charges, Rules and Regulations

For

Operating as a Passenger Carrier to provide Intrastate Charter Bus Service between points and places in the State of Nevada

Issued by:
Arthur Rosson
Managing Member
3430 E. Russell Rd. #306
Las Vegas, NV 89120

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## Original Page One

CPCN #2146 sub 2

# Rowdy Industries LLC d.b.a Nevada Party Bus Charter Tariff #1

## **Checking Sheet For Tariff**

Upon receipt of new or revised pages, a check mark must be placed opposite the correction number (shown below) corresponding to the number shown in the 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 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

d.b.a. - Doing Business As

#- Number

NV - Nevada

St - Street

LLC - Limited Liability Corporation

NTA - Nevada Transportation Authority

\$ - Dollar or Dollars

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Original Page Two

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Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

**Application of Carriers Operative Rights** 

Operate as a passenger carrier to provide intrastate charter bus service between points and places within the state of Nevada.

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CPCN # 2146 sub 2

# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

Rule#

### Rules and Regulations

## 5. Application of Tariff

Operate as a passenger carrier to provide intrastate charter bus service between points and places within the state of Nevada.

### 10. Computation of Rates and Charges

Rates and charges named within this tariff are applicable to waiting time and live services, and apply from scheduled time of pick up until the time of drop off. Travel/deadhead time may be charged for pick ups/drop offs outside of the Las Vegas area.

## 15. Minimum Charges

The minimum charges for charter services will be one hour, plus applicable gratuity. A 5% surcharge may be incurred if paying with a debit card, credit card, or up to a 10% surcharge if paying with multiple cards.

### 20. Baggage

- (a) Baggage is limited to handbags only. If the charter is an overnight stay or an airport pickup/departure baggage can be up to forty pounds per person.
- (b) No harmful materials such as but not limited to: Explosives, Flammable Items, Harmful Liquids, or anything deemed dangerous will not be allowed.
- (c) Weapons will not be allowed on the charter bus unless the individual holds a special permit and management prior to the charter service has approved it. This person will not be able to consume any alcoholic beverages while in possession of said permitted weapon.
- 25. Liability for Baggage and/or Personal Belongings/Valuables Carrier is not liable for loss or damage baggage or its contents, unless there was a lack of reasonable care on the carrier's behalf. Personal valuables should not be stored on the charter or away from the individual to whom it belongs. The maximum liability for the carrier from any person is \$250.

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# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

Rule#

Rules and Regulations

#### 30. Claims

NAC706.333 claims for lost or damaged freight or baggage. (NRS706.171)

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

### 35. Animals/Pets

No animals or pets are allowed on the charter unless:

(a) They are a working seeing eye dog for the blind.

## 40. Rights of Service

The carrier reserves the right to deny service to individuals or groups that (but not limited to)

- (a) are under the influence of intoxicating/controlled substances and unable to take care of themselves.
- (b) are rude, disrespectful to equipment, staff or other people on or off the charter
- (c) are not obeying laws, or rules and regulations.

#### 45. Cancelations

A notice of cancelation of chartered services, under reservations, must be given seventy-two hours in advance or more (a twenty five dollar processing fee may be incurred upon any cancelation). Cancelations given within seventy-two hours will cause forfeiture of the entire deposit that was given and balance said will be charged in full.

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# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

Rule#

Rules and Regulations

#### 50. Commissions

The carrier may give a commission to an agent that has arranged the charter for the carrier with a client. Such commission shall not exceed 20% of the total charter rate.

### 55. Smoking

Smoking of any kind will not be permitted in any of carrier's vehicles.

### 60. Damages to or on Charter Vehicle

Any damages caused by any individual on the chartered vehicle, will be charged to the person reserving the charter service. This could include but, is not limited too:

- (a) anything broken, stolen, or missing.
- (b) being left in a dirty state of condition, or;
- (c) any bodily fluids or solids.

# 65. Carrier Liability

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 road conditions, 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 navigation, 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.

#### 70. Non-Discriminating

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

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Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

Rule #

Rules and Regulations

### 75. Children - Unaccompanied

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 whom is over 18 years of age and who is responsible for the care and supervision of the child. In the special event such as (Homecomings, Proms, School Dances, School Events, etc.) where an adult might not be present during the complete duration of charter services, an adult must be present at time of pick up and drop off, also in this special occasion all passengers under the age of 18 must have a parental consent/release form filed out, signed, and completed in full before scheduled time of pick up. The carrier will not tolerate or permit any person under the age 21 to be deemed intoxicated or under the influence by any means and if found to be in this state carrier reserves the right to end charter service at that point without refund or liability.

#### 80. Children's Fares

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 in the provision that a responsible adult provides such a seat and installs the seat in the vehicle securing it with the vehicle's safety belts.

#### 85. 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 there of direct to carrier without individual passenger fare collection by the carrier.

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Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

## **Application**

Charges shown in this section for Charter services cover continuous or round-trip transportation only from point of origin in Nevada and return thereto.

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

### Charter Services Rates and Charges

The charges shown on page 9 are for Charter Services and/or On Call and/or Walk On Services, and cover continuous transportation, as well as the time the vehicle is rented and reserved for passenger use, preventing use for other client's transportation. The standard booking time for any vehicle is at least one (1) hour. Booking may be charged in half hour increments after the first full hour of service. A Flat rate will be charged for point to point bookings for hotels located on the Strip/Downtown area as defined on page 9. Any rate charged for any Charter automatically includes all the functional features of the particular vehicle, such as, a stereo, a television, a dvd player, ice services, etc. The maximum hourly charge for any vehicle is its hourly rate for the particular day and time, plus fuel charges if is a long distance charter exceeding 150 miles.

All rates are exclusive of accompanying staff, unless special arrangements for accompanying staff are made, (i.e., VIP hosts, greeters, models, interpreter, security or bodyguard, etc.) Added amenities, not already included with any vehicle, (i.e., flowers, balloons, gifts, beverages, special event tickets, catering, video games, luggage vehicle or car, etc.) will be charged the rate in which the carrier is charged per amenity plus a booking and/or staff fee of \$20.00 per amenity. If staff has to go off premise to pick up amenities there will be a \$20.00 per hour staff fee as well as the booking fee.

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# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

Rates and Charges

All vehicles under Rowdy industries LLC d.b.a. Nevada Party Bus function under a pricing structure that is based on the day of week.

There are no prices based on "per person" basis. All prices are based on a "total vehicle" package price. The charges for any vehicle, for any Charter, regardless of whether a Charter is paid by cash, check, money order, credit card, or by any other means, are priced according to price ranges on page 9. Any toll charges, parking, or other trip fees, and/or park entrance fees, are responsibilities of the customer or client.

Rowdy Industries LLC d.b.a. Nevada Party Bus for certain circumstances pertaining to last minute availability (day of booking) of vehicle and/or for an account set up with continuous booking and/or law enforcement or military can offer a twenty percent (20%) discount in pricing for charter service.

As previously stated: The following price table represents the rates for any and all Charters.

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### **Original Page Nine**

CPCN # 2146 sub 2

# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

# **Pricing Schedule** (Equipment Rates, Capacity and Description)

# Rates listed are per hour, subject to conditions mentioned before.

Domestic or Import, Luxury, Party bus, or Other Bus with a Passenger Capacity up to 19 passengers including driver:

Sunday - Thursday:

\$100.00 per hour Point to Point Flat Rate:

\$75.00

Friday - Saturday

\$125.00 per hour Point to Point Flat Rate:

\$100.00

Domestic or Import, Luxury, Party bus, or Other Bus with a Passenger Capacity of 20 to 26 passengers including driver:

Sunday - Thursday: Friday - Saturday

\$150.00 per hour

\$120.00 per hour Point to Point Flat Rate: Point to Point Flat Rate: \$75.00 \$100.00

Domestic or Import, Luxury, Party bus, or Other Bus with a Passenger Capacity 27 passengers and over including driver:

Sunday - Thursday:

\$130.00 per hour Point to Point Flat Rate:

\$75.00

Friday - Saturday

\$160.00 per hour Point to Point Flat Rate: \$100.00

(Point to Point Flat Rate is for direct pick up and drop off from (ie: hotel to hotel, hotel to restaurant, restraint to hotel, convention to hotel) located in the area around Las Vegas Blvd. between Sunset and Freemont Street and Valley View and Paradise)

Maximum driving time allowed by law is ten (10) hours per day, during any shift of up to twelve (12) hours. Therefore, any long distance round trip over five (5) hours driving one way, requires an overnight stay at the turning point, making the trip a two (2) day excursion.

Per Diem of \$100.00 plus \$35.00/hour waiting time will be charged in lieu of driver lodging and meal expenses for trips lasting ten (10) hours or more. Driver Gratuities are not included. Any toll, parking or other trip fees, park entrance fees, are responsibilities of the customer. Depending on the situation and the mileage incurred during the charter if is in excess of 150 miles the carrier can charge a mileage fee of twenty-five cents per mile exceeding 150 miles.

Rowdy Industries LLC d.b.a. Nevada Party Bus will always attempt to adhere to time schedules specified by customers, they will not be liable for any damages from delays caused by acts of God, public enemies, authority of law, storms, and any other conditions beyond its control. Rowdy Industries LLC d.b.a. Nevada Party Bus shall not be held liable for any damages caused by delays specified herein.

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# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

## **Additional Charges**

Charge if Charter Bus is left in excess of not being clean

\$50 per hour for excess cleaning Actual costs for any materials, professional cleaning, or services.

If the Charter Bus Vehicle is not able to make it to its next scheduled charter, then all costs associated with the missed charter/time will also apply.

Bodily Fluids/Hazmat clean up such as but not limited too:

- (a) Urine
- (b) Bowls
- (c) Blood
- (d) Vomit

will incur an additional Hazmat cleaning fee of \$500.

Actual costs of materials and repairs from damage or theft will the responsibility of the main person that has reserved the charter service.

Smoking is not permitted in any of the carrier's vehicles at any time, and should this occur there will be a \$100.00 smoking fine and/or a \$600.00 fee per and for any burns or damages to vehicle caused by smoking.

Any vehicle supplied amenities such as broken or missing decanters, glass ware, Ipod connectors, music DVD's, etc. will incur a restocking fine of \$20, plus actual cost of item per item that is broken or missing.

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# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

### Fuel Surcharge Table and Rues

The following Fuel Surcharge Rules will apply to carriers who are authorized to provide charter service by 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 affective 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 <a href="https://www.eia.doe.gov">www.eia.doe.gov</a>, 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 sub sequent business day.
- (3) The DOE fuel price obtained will then be indexed based on the matrix set forth on page twelve (12) to determine the fuel surcharge. The fuel surcharge will apply for all charter bus transportation beginning on the first day of the following month and will remain in effect threw the last day of the calendar month.
- (4) The fuel surcharge will be added on an hourly basis utilizing the matrix set forth on page twelve (12). The resulting charge is in addition to all other applicable transportation and/or charter rates and charges. The carrier also reserves the right to waive fuel surcharge.

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## Original Page Twelve

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# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

## Fuel Surcharge Table and Rues

## **Fuel Surcharge Table**

When the DOE Fuel Price Per Gallon reported on the

The Fuel Surcharge that becomes

effective

25th of the month is:

1st 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 charter/transportation documents for the purpose of identifying the amount as special fuel-related revenue.

Note 3: The Fuel Surcharge may also be based on a per gallon used basis for extended mileage such as but not limited to out of town charters.

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### Original Page Thirteen

CPCN #2146 sub 2

# Rowdy Industries LLC d.b.a. Nevada Party Bus Charter Tariff #1

#### 3% Tax Pursuant to Section 51 of AB175

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.

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