

Title Page

N.T.A. No. 1

No supplement to this tariff will be issued except for the purposed 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.

CPCN No. 2147

ALL RESORT COACH, INC. d/b/a LEWIS STAGES

PASSENGER TARIFF No. 1

Naming

RULES AND REGULATIONS

AND

RATES AND CHARGES

FOR THE TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE

BY CHARTER BUS

IN THE STATE OF NEVADA

Issued:

Issued By:

Effective:

ALL RESORT COACH, INC.
d/b/a LEWIS STAGES
4740 SOUTH VALLEY VIEW BLVD.
LAS VEGAS, NV 89103

ACCEPTED
JUL 25 2017
Nevada Transportation Authority
Las Vegas, Nevada

ALL RESORT COACH, INC. d/b/a LEWIS STAGES

CHARTER TARIFF NO. 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 number shown in upper 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 be made at once 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
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EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

C.....	Change, neither increase nor reduction
d b a.....	Doing business as
I.....	Increase
Nev. or NV.....	Nevada
N.....	New
N.T.A.....	Nevada Transportation Authority
No. or Nos.....	Number
R.....	Reduction
V.....	Revision
S.....	Dollar or Dollars

SPACE LEFT BLANK INTENTIONALLY

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 CHARTER TARIFF NO. 1

APPLICATION OF CARRIER'S OPERATING AUTHORITY
 CPCN 2147

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

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CHARTER TARIFF NO. 1

Rule No.	RULES AND REGULATIONS
1	<p><u>Application of Rates and Charges</u></p> <p>Fares and charges named in this tariff are applicable to Waiting Time (once driver has engaged passenger and has been directed to wait) and Live Time (actual time passenger is on board vehicle). It is applied from the time the vehicle picks up passengers or scheduled start time of reservation (whichever is earlier) until passengers are dropped-off and vehicle is released within the designated boundaries as described below. Charters out of the designated area dispatched from its Home Base (2880 North Nellis Blvd.) will include an additional deadhead time that is calculated from its Home Base to the designated pick-up/drop-off destination, added to the rates and charges named in this tariff (Deadhead Time: required travel of the vehicle without passengers between the point of dispatch and the point of passenger pickup or drop off outside of designated boundaries) Las Vegas Valley boundaries are Washington Avenue to the North, Pecos Road to the East, Warns Springs to the South and Rainbow Boulevard to the West. CHARTER OPERATIONS shall be conducted under charges as provide in this tariff.</p> <p>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.</p> <p>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.</p>
2	<p><u>Baggage</u></p> <ul style="list-style-type: none"> A. Hand baggage not to exceed seventy pounds (70) pounds in weight per bag. B. No baggage other than hand baggage will be carried C. 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 only in accordance with Rule 3 herein. D. Articles with sharp edges, oversized baggage, or that which might otherwise damage the vehicles will not be carried unless securely and safely packaged. E. No tools or articles with sharp edges will be carried unless securely and safely packaged. F. No explosives, flammables, or liquids that could contaminate or be harmful to passengers or equipment will be carried.
3	<p><u>Liability, Limitations and Claim Procedures</u></p> <ul style="list-style-type: none"> A. Carrier will not be responsible or liable to passengers for personal articles lost by or stolen from passengers. B. Carrier will not be liable for loss or damage to baggage, luggage or the contents thereof unless occasioned by lack or 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. C. Claims for loss or damage must be filed in writing with the carrier within seven (7) days after the occurrence of the loss or damage is discovered. Within fourteen (14) days after receipt of the claim, the carrier shall: <ul style="list-style-type: none"> a. Compensate the loss; or b. Deliver to the consignor a written denial of the claim. A denial of claim may be appealed to the Nevada Transportation Authority. Carrier will require sufficient information regarding such loss or damage to enable carrier to determine the basis for and amount of the claim.

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Rule No.	RULES AND REGULATIONS
3 Cont.	Carrier will not be responsible for delays caused by any act of God, public enemy, authority of law, quarantine, perils of navigation, 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 navigation, riots, strikes, force majeure, accidents, breakdowns, bad conditions of the road, storms, the hazards or dangers incident to the state of war, 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.
4	<u>Objectionable Persons</u> The carrier/driver of the vehicle shall have the absolute right to refuse to board or carry any person(s) or may require any passenger to leave the vehicle if the person(s) or passenger(s) is intoxicated, unruly or with unbecoming conduct or who is believed to be under the influence of narcotics or otherwise appear incapable of taking care of him or herself. EXCEPTION: Incapacitated or ill persons accompanied by a nurse or guardian.
5	<u>Animals</u> Animals, other than "Seeing Eye Dogs" will not be carried unless properly confined.
6	<u>Passenger Agent</u> Carrier may elect to appoint as its agent any person(s) or organization(s) who, individually or collectively, desire to obtain passenger transportation 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.
7	<u>Cancellation</u> Carrier will charge a cancellation fee in the event that the request for transportation is cancelled less than forty-eight (48) hours from time of requested services, which cancellation fee shall be equal to the minimum charge for the transportation services originally requested. Special Events including but not limited to: CES, EDC, NASCAR- Carrier will charge a cancellation fee in the event that the request for transportation is cancelled less than seven (7) days from time of requested services, which cancellation fee shall be equal to the charge for the transportation services originally requested.
8	<u>Vehicle Damage and Clean Up Fee</u> Each vehicle dispatched for a charter will be in good condition upon arrival. Any damage to the vehicle which is caused by the charter customer(s) will be charged the actual cost: (1) to repair damage to the vehicle caused by the passenger's intentional acts or negligence; or (2) where special cleaning beyond the carrier's normal procedures is required because of the passenger's intentional acts or negligence. sickness fee \$250.00; cigarette burn(s) fee \$350.00; smoking fine \$100.00

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Rule No.	RULES AND REGULATIONS
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9	<p><u>Continuous Charter Provision</u></p> <p>Where the customer requests transportation requiring the passengers to be dropped off and then picked up again at the same location within 90 minutes of the time of drop off for further services, the transportation will be considered as on continuous charter and the customer will be charged for the interim waiting time.</p>
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10	<p><u>Computation of Charges</u></p> <p>Charges will be computed as per below guidelines and in U.S. Dollars.</p> <ol style="list-style-type: none"> 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 two (2) hours for mini coaches and three (3) hours for motor coaches. 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 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. <p><u>Fractions of Charges:</u> 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:</p> <ol style="list-style-type: none"> A) Fractions of time to be rounded to the nearest h hour B) All costs incurred by the carrier and at the request of the chartering party, or by necessity based on itinerary or conditions, for the entrance fees, parking fees or other similar incidental fees will be collected from the chartering party. C) At the request of the chartering party, carrier MAY make arrangements on the chartering party's behalf for rooms, food and beverages and other requested activities. The cost of these extras will be added to all other charges plus a \$40.00 Fee D) Actual costs incurred for additional driver(s) 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 federal or state regulations of On Duty Services regulations, will be added to all other charges. E) Parking Fees of any venue location or event lot will be charged at the cost plus a \$40.00 fee. F) 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 for time or mileage and the chartering party will be responsible for such charges.
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CHARTER TARIFF NO. 1

RATES AND CHARGES-CONTINUED

(Charter Motor Coach Services)

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

MOTOR COACH MILEAGE CHARGES: Live Mileage: \$3.00 per mile
 Deadhead Mileage \$3.00 per mile

7. Motor Coach – (50 or 56 passenger)	
Three (3) Hour minimum	\$350.00
Each subsequent hour	\$90.00
Minimum Charge, three (3) hour*	\$325.00*
Each subsequent hour*	\$80.00*
Minimum Charge, three (3) hour**	\$300.00**
Each subsequent hour**	\$80.00**
Special Events: for up to twelve (12) hours on duty per day, ten (10) hours' drive time:	\$1900.00

LISTED PRICING DOES NOT INCLUDE HOURLY FUEL SURCHARGE, DRIVER GRATUITY OR EXTRAS

*Requires usage by customer of 200 hours or more a month for the current and previous three (3) calendar months.

**Requires usage by customer of 400 hours or more a month for the current and previous three (3) calendar months.

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CHARTER TARIFF NO. 1

RATES AND CHARGES-CONTINUED

(Charter Bus Services)

Airport Passenger Gate Greeting Fee \$20.00
 Upon customer request where the driver is required to meet passengers inside the airport to assist them with their luggage and escort them to the vehicle.

Airport Parking Fee
 Motor Coach \$20.00
 Mini-Coach \$10.00
 Will apply to any trip that originates or stops at an airport which requires a parking fee.

Amenities will be at cost plus \$40.00
 Amenities will include flowers, and gifts, but is not meant to be all inclusive

Greeter/Logistics Coordinator Fee per hour \$40.00
 Minimum charge, four (4) hours \$160.00
 Each additional one-half hour after four (4) hour minimum \$20.00

Greeter Logistics Coordinator Fee will be a fee charged for a greeter coordinator on location as designated by the client to coordinate group passenger flow

All toll charges, parking, lodging or other trip fee(s), park entrance fees are the responsibility of the customer. They may be paid directly by the customer or billed to their fare at cost.

Maximum Driver "drive" time allowed 10 hours and 12 hours of On Duty time per day within a 100 mile radius of McCarron International Airport in Las Vegas, Nevada or within state lines whichever comes first. Driver must have at a minimum of 8 hours off duty between shifts.

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

While Lewis Stages will endeavor to adhere to time schedules specified by customers. Lewis Stages 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. Lewis Stages shall not be held liable for any claims caused by delays specified herein.

LISTED PRICING DOES NOT INCLUDE HOURLY FUEL SURCHARGE, DRIVER GRATUITY OR EXTRAS

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CHARTER TARIFF NO. 1

FUEL SURCHARGE

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 diesel fuel is an amount equal to the retail price per gallon of 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 Diesel Prices, and Weekly 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:
\$0.01 - \$3.49	3% of the Base Fare
\$3.50 - \$3.74	6% of the Base Fare
\$3.75 - \$3.99	9% of the Base Fare
\$4.00 - \$4.24	12% of the Base Fare
\$4.25 - \$4.49	15% of the Base Fare
\$4.50 - \$4.74	18% of the Base Fare
\$4.75 - \$4.99	21% of the Base Fare
\$5.00 and Above	25% of the Base Fare

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.

NOTE 3: Base Fare is Basic Charge: The basic charge to be assessed will be the Live Mileage charge computed or the Time Charge computed, whichever is greater

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CHARTER TARIFF NO. 1

3% TAX Pursuant to SECTION 51 of AB175

The following rules apply to carrier 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

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