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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.

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BEN, LLC, d/b/a  
LUXURIOUS  
CPCN No. 2213

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CHARTER SERVICE TARIFF

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

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ISSUED: September 28, 2015

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

BEN, LLC, d/b/a  
LUXURIOUS  
7804 Somerhill Point Way  
Las Vegas, Nevada 89139



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**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 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	31	50
2	12	22	32	55
3	13	23	33	60
4	14	24	34	65
5	15	25	35	70
6	16	26	36	75
7	17	27	37	80
8	18	28	38	85
9	19	29	40	90
10	20	30	45	95

**EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS**

- dba ..... doing business as
- Nev. or NV ..... Nevada
- No ..... Number
- N.T.A ..... Nevada Transportation Authority
- / ..... Addition
- \* ..... Change
- c ..... Cent or Cents
- \$ ..... Dollar or Dollars
- + ..... Increase
- ..... Reduction
- ▲ ..... Change, neither increase nor reduction

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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 operating 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:

BEN, LLC, d/b/a  
LUXURIOUS

On Call over irregular routes, of Passengers  
in charter bus service, between points  
and places within the State of Nevada.

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**RULES AND REGULATIONS**

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**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.

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**BAGGAGE**

Hand baggage, not to exceed eighty (80) 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

ITEM

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 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.

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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.

CLAIMS

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.

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

OBJECTIONABLE PERSONS

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

Animals, other than "Seeing Eye Dogs" will not be carried unless properly confined. 40

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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 direct to carrier without individual passenger fare collection by the carrier. 45

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CANCELLATION FEE

A cancellation fee will be charged in the event that the request for transportation is canceled less than fourteen (14) days from time of cancellation notification to time of requested service. Cancellation with less than fourteen (14) days notice will be charged the full amount of the chartered service. 50

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REFUNDS

Service requested must be cancelled by the booking party with a minimum of 14 days notice in order to receive a full refund. Cancellation with less than 14 days notice is not refundable. 55

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FAIR MINIMUM

A minimum of one (1) hour of fares must be paid to warrant service being offered. 60

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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 who is over 18 years of age, or older, and who is responsible for the care and supervision of the child. 65

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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 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. 70

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NON-DISCRIMINATING

Carrier will not refuse service to anyone because of race, creed, sex or national origin. 75

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SEAT BELTS

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. 80

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SMOKING

Smoking will not be permitted in any of the carrier's vehicles. 90

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## APPLICATION

Charges shown in this section for Charter Services cover continuous or round trip transportation occurring within the State of 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.

## CHARTER SERVICES RATES AND CHARGES

Charges 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. 1/2 hour (30 minute) charges will be charged after 1 hour minimum charge. All charges referred to service offered in vehicles having a capacity of 16 or more persons, including the driver. Charges based upon start time of charter.

**WEEKDAY CHARTERS WITH RESERVATIONS LESS THAN 1 HOUR IN ADVANCE**

Charges for Sunday 6:00 a.m. until Friday 6:00 a.m. (Based upon start time of charter):

Vehicle Capacity (# of Passengers)		HOURLY CHARGE	EACH 1/2 HOUR THEREAFTER
16-20	Luxury Bus (Sprinter)	\$75	\$37.50
21-30	Luxury Bus (Ford E450 or similar)	\$125	\$62.50

**CHARTER SERVICES RATES AND CHARGES (Reservations)**

Charges for Sunday 6:00 a.m. until Friday 6:00 a.m. (Based upon start time of charter):

Vehicle Capacity (# of Passengers)		HOURLY CHARGE	EACH 1/2 HOUR THEREAFTER
16-20	Luxury Bus (Sprinter)	\$105	\$52.50
21-30	Luxury Bus (Ford E450 or similar)	\$150	\$75

**CHARTER SERVICES RATES AND CHARGES (Weekends, Holidays & Special Events)**

Charges for Weekends (Friday 6:01 a.m. until Sunday 5:59 a.m.), Holidays and Special Events:

Vehicle Capacity (# of Passengers)		HOURLY CHARGE	EACH 1/2 HOUR THEREAFTER
16-20	Luxury Bus (Sprinter)	\$120	\$60
21-30	Luxury Bus (Ford E450 or similar)	\$180	\$90

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Holidays and Special Events, and their minimum charter requirements, are defined as:

- CES (10 hour minimum)
- NASCAR (3 hour minimum)
- NFR
- Prom/Homecoming (3 hour minimum)
- Columbus Day and previous day
- Independence Day and previous day
- Labor Day and previous day (3 hour minimum)
- Martin Luther King's Birthday and previous day
- Memorial Day and previous day
- New Year's Day and previous day (3 hour minimum)
- Thanksgiving and previous day
- Veterans' Day and previous day
- Washington's Birthday and previous day
- Christmas and previous day (3 hour minimum)

CES, NASCAR, NFR are defined as from 3:00 a.m. the day before the first day of the event until 9:00 a.m. the day after the event (Based on Start time of Charter).

Prom and Homecoming are annual events in the fall and spring, and shall apply based upon the occurrence of those events.

All other Holiday/Special Event days shall be according to the calendar.

LAS Airport Tax

\$.50/PAX pick-up

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CHARTER SERVICES RATES AND CHARGES (Continued)

**SMOKING IS PROHIBITED IN ALL VEHICLES; VIOLATORS MAY BE SUBJECT TO IMMEDIATE TERMINATION OF THEIR CHARTER, WITH NO REFUNDS, OFFSETS OR OTHER ALLOWANCES. NO EXCEPTIONS.**

Rate includes driver, audio/video equipment.

Rate is exclusive of rates for accompanying staff (i.e. interpreter services).

Amenities (i.e. flowers, etc.) will be at cost plus \$10.00 per amenity.

Cigarette burns: \$600; Sickness in vehicle: \$200; Broken/missing decanters: \$50; Broken/missing glasses: \$10 each; Broke sunroof clips: \$60; Broke sunroof handle: \$100; Broke sunroof: \$350; Exit alarm: \$10; Smoking fine: \$100; ripped seating: \$500.00; broken or torn headliner: \$500.00; broken window : \$1,000.00.

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 10 hours or more. Driver Gratuities are not included. Any toll, 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.

While LUXURIOUS will 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, 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. Luxurious 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 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 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 calling 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 bus 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 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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