

CPCN No. 2311

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.

LUX BUS AMERICA CO.  
851 E Cerritos Ave  
Anaheim, CA 92805

CHARTER SERVICES TARIFF NO.1

Naming

RULES, REGULATIONS, RATES, AND CHARGES  
Governing the transportation of passengers and their baggage

In

Charter Bus Operations

Between Points and Place in the State of Nevada

Issued:

Issued by:

Lux Bus America Co  
851 E Cerritos Ave  
Anaheim, CA 92805

Effective:

**ACCEPTED**

**FEB 13 2023**

Nevada Transportation Authority  
Las Vegas, Nevada

ORIGINAL PAGE ONE

CPCN No. 2311

## LUX BUS AMERICA CO – CHARTER SERVICE

## Checking List 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 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.

## 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

dba ..... doing business as	N ..... New Addition
NV ..... Nevada	C ..... change, neither increase nor reduction
No. .... Number	I ..... Increase
Nos. .... Numbers	R ..... Reduction
NTA.....Nevada Transportation Authority	

## 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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#### CARRIERS OPERATING AUTHORITY

Fares and charges in this tariff are limited in their application to the extent of carrier's authority as set forth in a certificate issued by the Nevada Transportation Authority, RESTRICTED to transportation in INTRASTATE commerce only as a common carrier by motor vehicle, as follows:

Lux Bus America, Co.  
851 E Cerritos Ave  
Anaheim, CA 92805

Operates as a Passenger Carrier to provide intrastate Charter Bus services between point and places in the State of Nevada.

Rule No.

#### RULES AND REGULATIONS

##### 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 Operations Authority in charter services operations. Rates and changes are provided in this tariff, for services ordered, shall be paid under the terms agreed upon between customer and the company.

##### BAGGAGE

Hand baggage, not to exceed (50) fifty pounds in weight will be carried during the charter services ordered. No baggage other than hand baggage will be carrier on any trip. Carrier will not be liable for loss or damage to baggage or baggage contented 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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## SERVICE TARIFF NO. 1 RULES AND REGULATIONS (continued)

## 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 on the road, storms and other condition 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 the customer; and over routes indicated, but the same is not guaranteed.

If any acts of God, public enemy, authority of law, quarantine, perils of navigations, riots, strikes, the hazards of dangers incident to the state of ware, accidents, breakdowns, bad conditions on 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 or origin or any point enroute, the carrier shall not be liable therefore, or be caused to be held for damages for any reason whatsoever.

## CLAIMS

NAC 706.333 Claims for lost or damaged freight or baggage NRS 706.171)

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:
  - a. Compensate the shipper or cosigner; 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.

## OBJECTIONABLE PERSONS

The driver of the motor coach vehicle shall 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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**SERVICE TARIFF NO. 1 RULES AND REGULATIONS (continued)****ANIMALS**

Animals, other than "Service" Animals or "Companion" Animals as defined in the ADA regulations, will not be carried. All service or companion animals must be properly confined and kept under control at all times.

**PASSENGER AGENT**

Carrier may elect to appoint as its agent any organization, 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 the carrier without individual passenger fare collection by carrier.

**PAYMENT TERMS / CANCELLATION POLICY**

A 50% deposit of total amount due is required within 30 days of the scheduled departure date. The remaining balance will be due 14 days prior to departure. The carrier reserves the right to cancel the charter agreement if the payment terms have not been agreed upon. Trips requiring rooming charges will also require additional deposit and payment conditions. Charters cancelled within 14 days of scheduled departure will be refunded. Charters cancelled within 10 days prior to departure will not be refunded.

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### SERVICE TARIFF NO. 1 RULES AND REGULATIONS (continued)

Charges shown in this section for charter services cover continuous round trips, point to point, transfers between points and places in the State of Nevada.

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

NEVADA RETAIL RATES	22/23 Sprinter (13 pax)	22/23 Mini (27 pax)	22/23 Coach (56 pax)
5 Hour Minimum	\$735.00	\$866.25	\$1,023.75
12 Hour Day Rate	\$1,459.50	\$1,653.75	\$1,984.50
Over The Road / Overnight	\$1,459.50	\$1,653.75	\$1,984.50
Additional Hours	\$141.75	\$157.50	\$173.25
Mileage	\$5.78	\$6.04	\$6.83

### RATES

The above rates are based on availability and do not include driver gratuity which we leave to the discretion of the group. Airport arrival & departure fees, parking fees, event fees, bus entrance fees and road tolls are not included and will be charged accordingly. For long-distance transfers or charters picking up 40 or more miles from base, the cost will be based on the hourly rates or mileage, whichever is greater. Passenger counts do not include the driver.

### FUEL SURCHARGE

Rate is inclusive of fuel up to \$5.50 per gallon. If fuel exceeds \$5.50 per gallon, the following fees will be charged:

\$5.51 - \$5.75 per gallon = 3% increase  
 \$5.76 - \$6.00 per gallon = 6% increase  
 \$6.01 - \$6.25 per gallon = 9% increase  
 \$6.26 - \$6.50 per gallon = 12% increase  
 \$6.51 - \$6.75 per gallon = 15% increase

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