

Original Title Page

CPCN No. 2302.2

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.

**WTH COMMERCIAL SERVICES, LLC d/b/a Mountain Crew Change  
2749 Last Chance Road, Elko, Nevada 89801**

**CHARTER SERVICES TARIFF NO. 1**

**Naming**

**RULES, REGULATIONS, RATES, AND CHARGES  
governing**

**THE INTRASTATE TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE  
in**

**CHARTER BUS OPERATIONS**

**between**

**POINTS AND PLACES WITHIN THE STATE OF NEVADA**

**Issued:**

**Issued by:**

John Montgomery, C.E.O.,  
WTH Commercial Services, LLC  
d/b/a Mountain Crew Change  
A wholly owned subsidiary of  
Wynne Transportation Holdings, LLC  
14110 N. Dallas Pkwy., Ste. 240, Dallas TX 75254

**Effective:**

**ACCEPTED**

**AUG 14 2023**

Nevada Transportation Authority  
Las Vegas, Nevada

Original Page 1

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**WTH COMMERCIAL SERVICES, LLC d/b/a Mountain Crew Change  
TARIFF NO. 1**

**Checking Sheet For Tariff**

Upon receipt of new or revised pages, a check mark must be placed opposite the A 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
NV ..... Nevada	C ..... change, neither increase nor reduction
No. .... Number	I ..... Increase
Nos. .... Numbers	R ..... Reduction
NTA.....Nevada Transportation Authority	PAX..... Passengers

**APPLICATION OF CARRIER'S OPERATIVE RIGHTS  
CPCN No. 2302.1**

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

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**WTH COMMERCIAL SERVICES, LLC d/b/a Mountain Crew Change  
TARIFF NO. 1****CARRIER'S OPERATING AUTHORITY**

Fares and charges in this Tariff are limited in their application to the extent of carrier's authority as set forth in the Certificate of Public Convenience and Necessity ("Certificate") issued by the Nevada Transportation Authority, RESTRICTED to transportation in INTRASTATE COMMERCE only as a common carrier by motor vehicle, as follows:

**WTH COMMERCIAL SERVICES, LLC, d/b/a Mountain Crew Change**

Operates as a Passenger Carrier to provide Intrastate Charter Bus Services between points and places within the State of Nevada.

RESTRICTED against transportation of passengers in scenic operations and/or night club tours.

**RULES AND REGULATIONS****APPLICATION OF TARIFF**

Fares and charges named in this Tariff are stated in gross (or commissionable) terms and cover only ground transportation service for passengers and their baggage, as set forth and authorized in Carrier's Operations Authority in charter service operations. Rates and charges provided in the Tariff for services ordered shall be paid under the terms agreed upon between the customer and the Carrier.

**APPLICATION OF RATES AND CHARTERS**

All charges shown herein are shown in dollars and cents, payable in lawful United States Money. All charges herein are based upon the total number of vehicles necessary to transport the charter party. If the total number of passengers exceeds the capacity of one vehicle, the charges shown herein will be applied separately to each charter vehicle used. Charges DO NOT include gratuities or fees for meals, hotel arrangements, or other accommodations that MAY be arranged by the Carrier, on charter party's behalf, at charter party's request. Such costs will be pre-arranged and added to a charter as applicable.

**BAGGAGE**

Carrier will carry hand baggage, not to exceed one hundred pounds (100 lbs.) weight per passenger, during the charter service ordered. No baggage other than hand baggage will be carried on any trip. Carrier shall not be liable for any loss or damage to baggage, or baggage contents therein, unless such loss is occasioned by lack of reasonable care on the part of the Carrier. Carrier's maximum liability for such loss will be \$250.00 for the loss of or damage to any single piece of baggage, including its contents.

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Las Vegas, Nevada



**WTH COMMERCIAL SERVICES, LLC, d/b/a Mountain Crew Change  
SERVICE TARIFF NO. 1 RULES AND REGULATIONS (continued)****LIABILITY**

The Carrier will not be liable for any delays in service caused by an act of God, public enemy, threat of invasion, civil uprising, legal authority, quarantine, riots, strikes, force majeure incidents or accidents, breakdowns, road conditions or disrepair, storms, or any conditions beyond the Carrier's control. The Carrier does not guarantee to arrive or to depart from any point at any specified time. The Carrier will endeavor to maintain the schedule submitted by and agreed to with the Customer, over routes indicated and agreed upon with the Customer.

If any act of God, public enemy, threat of invasion, civil uprising, legal authority, quarantine, perils of navigation, riots, strikes, the hazards of or dangers incident to a state of war, force majeure incidents or accidents, breakdowns, road conditions or disrepair, storms, or any conditions beyond the Carrier's control render, in the opinion of the Carrier, it inadvisable or unsafe to operate its equipment either from the point of origin or any point *en route* to the point of destination, the Carrier shall not be liable therefor and shall not be held liable for damages for any reason related thereto.

**CLAIMS**

As set forth in Nevada Administrative Code ("NAC") 706.333 claims for lost or damaged freight or baggage are subject to the following rules and regulations.

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 consignor; 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 / BEHAVIOR**

The driver of any of the Carrier's motorcoach vehicles used to provide transportation services 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, exhibiting unsafe behavior, or believed to be under the influence of any controlled substance, alcohol or narcotics.

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## ANIMALS

Except as required under NRS 706.366, pertaining to "service animals" under State Law and federal regulations under the Americans with Disabilities Act (ADA), the Carrier will not permit animals to be carried unless any such animal is properly confined and Customer has agreed with the Carrier in writing to abide by terms of transportation of such animals, prior to the Carrier providing any such transportation.

## CANCELLATION POLICY

The Carrier expressly reserves the right to charge a cancellation fee in the event that the request for transportation services is cancelled less than 72 hours but more than 24 hours from the time of cancellation notification to time of requested service. In no event will the cancellation fee exceed \$500. Any trips cancelled with less than 24 hours notice prior to the time of requested transportation service will be subject to a cancellation fee of 50% of the charter price. If the request is cancelled after the equipment has arrived at the point of origin, the cancellation fee shall be the minimum charge for transportation services.

## CHARTER SERVICE RATES AND CHARGES

The charges set forth in this section of the Tariff for charter services cover continuous round-trip transportation services between points and places within the State of Nevada. Charter services will be conducted over paved, oil macadamized roads, or roads over which the Carrier's equipment can be safely operated. The charges set forth below will be computed on the basis of either (1) the Mileage Rate, (2) Hourly Charges, or (3) the Minimum Charge for Transportation Services. Fuel costs will be assessed as pass-through charges. The greater of the charges will apply.

EQUIPMENT Description/ Capacity	MILEAGE Live miles w/PAX.	RATE/MILE "Deadhead" w/out PAX.	HOURLY CHARGES		
			\$124/hour Min. 5-Hour	10-Hour	12-hour
35-56 PAX.	\$4.50/mi	\$2.50/mi	\$620.00	\$1,240.00	\$1,488.00

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## AGENT

The Carrier may elect to appoint as its agent any organization, firm, corporation, or other legal entity authorized to transact business in the State of Nevada, who individually or collectively desire(s) to obtain passenger bus transportation service between one or more common points within the State of Nevada for collection of all applicable charges and remittance thereof direct to the Carrier without individual passenger fare collection by the Carrier.

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