

**Original Title Page**

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.

**CPCN 2277**

**Whitecastle Tours Inc.  
Dba Whitecastle Tours**

**CHARTER SERVICE TARIFF No. 1**

**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**

**ISSUED: February 15, 2021**

**EFFECTIVE:**

**ISSUED BY:**

**Anthony Gerges**

**Whitecastle Tours Inc. dba Whitecastle Tours  
4740 S Valley View Blvd. Suite 200 Las Vegas, NV 89103**

**ACCEPTED**

**APR 28 2021**

**Nevada Transportation Authority  
Las Vegas, Nevada**

**Whitecastle Tours Inc.  
Dba Whitecastle Tours**

**Charter Service Tariff 1**

**EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS**

dba ----- doing business as  
Nev. or NV ----- Nevada  
No. ----- Number  
No's ----- Numbers  
N.T.A. ----- Nevada Transportation Authority  
N ----- New Addition  
C ----- Change (neither increase nor reduction)  
I ----- Increase  
\$ ----- Dollar or Dollars  
R ----- Reduction  
V ----- Revision

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Db a Whitecastle Tours**

**Charter Service Tariff 1**

**APPLICATION OF CARRIERS OPERATING AUTHORITY  
CPCN 2277**

Transportation of passengers and their hand baggage, on call over irregular routes in charter bus service, from points and places within Clark County Nevada to points and places within the State of Nevada

**RULES AND REGULATIONS**

**RULE NO**

**1. APPLICATION OF RATES AND CHARGES**

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 vehicle picks up it's passengers until passengers are dropped-off. Deadhead time is charged from home base to first pick up and again from last drop off to home base. CHARTER OPERATIONS shall be conducted under charges as provided in Section 1 of this tariff.

**2. BAGGAGE**

(A) Hand baggage not to exceed Fifty (50) pounds in weight per bag with a maximum of TWO (2) bags per passenger. (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) Explosives, flammables, or other harmful liquids will not be transported.

**3. LIABILITY, LIMITATIONS AND CLAIM PROCEDURE**

(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 of 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.

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**Whitecastle Tours Inc.  
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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: (a) compensate the shipper or consignor; or (b) deliver to the consignor a written denial of the claim. A denial of a claim may be appealed by the shipper or consignor 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. Carrier will not be responsible for delays caused by an 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. 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.

**5. ANIMALS**

Animals, other than "Seeing Eye Dogs" will not be carried, transported or allowed on the vehicle.

**6. 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 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

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**Charter Service Tariff 1**

**RULE NO**

**RULES AND REGULATIONS**

**7. CANCELLATION**

Carrier reserves the right to charge a cancellation fee in the event that the request for transportation is canceled less than thirty (30) calendar days from time of requested service, which cancellation fee shall be equal to the 50% of the full charter charge for the transportation services originally requested.

Cancellations notice with less than seven (7) calendar days from time of requested service, cancellation fee shall be equal to the 100% of the full charter charge for the transportation services originally requested.

**8. DAMAGE TO VEHICLES**

(A) 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 by the carrier to the customer(s). (B) A special cleaning fee (actual Cost) will be assessed to the passenger(s) intentional acts or negligence.

**10. OVER THE ROAD**

(1) **Over the Road Charters** consist of any charter that travels further than 100 radius miles from Las Vegas.

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Dba Whitecastle Tours****Charter Service Tariff No. 1****APPLICATION**

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 shown below will be computed on the bases of either (1) The Hourly Rate, or (2) The Minimum Charge, or (3) Mileage Rate whichever results in the greater charge shall apply. Rates exclude special events and are applicable to all charter services.

Passenger capacity below does not include driver

**For Up to (27) Passenger Mini-Bus**

Minimum charge, four hours	\$ 780.00
Each additional hour or less	\$ 195.00
Mileage Rate	\$5.00/mile

**For Up To (56) Passenger Full-Size Coach**

Minimum charge, four hours	\$ 840.00
Each additional hour or less	\$ 210.00
Mileage Rate	\$5.25/mile

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**Charter Service Tariff No. 1**

**LAS Airport Tax** -----\$15.00 per hour + \$5.00 ea addl. 15 minutes.

Any amenities i.e., Food, Beverages, Flowers, etc. will be at a cost plus 25%

**Airport Gate Meet & Greet:** Will be based on real time from time vehicle arrives at Zero Level until charter is completed at drop-off point. An additional \$50/hour will be added to all charter service where customer requests gate meet & greet.

**Airport Vehicle Search Fee:** A fee of \$2.00 per vehicle per security check will apply to all charter services where the carrier is required to pay an airport vehicle search fee to the Clark County Department of Aviation.

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

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.

While Whitecastle Tours Inc. will endeavor to adhere to time schedules specified by customers, Whitecastle Tours Inc. will not be liable for delays caused by an 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. Whitecastle Tours Inc. shall not be held liable for any damages caused by delays specified herein.

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**FUEL SURCHARGE  
FUEL COST PRICE ADJUSTMENT (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 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 limousine 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 a percentage 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: (Percentage of charter service rate)
\$2.25 - \$2.74	6%
\$2.75 - \$3.24	6.5%
\$3.25 - \$3.74	7%
\$3.75 - \$4.24	7.5%
\$4.25 - \$4.74	8%
\$4.75 - \$5.24	8.5%
\$5.25 - \$5.74	9%
\$5.75 - \$6.24	9.5%
\$6.25 - \$6.74	10%

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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