

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

GENERAL TARIFF COVER

9 MAY 15 AM 11:13

General Tariff No. GT- 1

Cancel General Tariff No. GT- \_\_\_\_\_

Date Filed May 15, 1991  
(enter date from Line 5)

Date Effective May 22, 1991  
(enter date from Line 7)

1. WMATC Certificate No. 136
2. Carrier Name Virginia Coach Company  
Address P. O. Box 883  
Purcellville, VA 22123-0883  
  
Telephone No. \_\_\_\_\_
3. Person authorized to file tariff on behalf of carrier:  
Name Lawrence E. Lindeman  
Title Attorney  
Telephone No. (703) 836-7561
4. This tariff covers: (check one)  
 only irregular route operations  
 only regular route operations  
 both irregular and regular route operations
5. Date this tariff actually filed with WMATC. May 15, 1991
6. Date seven (7) calendar days after date on Line 5. May 22, 1991
7. Effective Date of this tariff (not earlier than date on  
Line 6). May 22, 1991

8. Signature of Person named on Line 3. Lawrence E. Lindeman

NOTE: INCOMPLETE OR INACCURATE TARIFF COVER FORMS WILL BE REJECTED.  
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COMMISSION AT (202) 331-1671.

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9. Date Filed 5/15/91
10. Line <sup>7</sup> plus 60 days 7/21/91
11. Filing fee \$ N/A ( ) cash ( ) check ( ) money order

## TABLE OF CONTENTS

<u>Item no.</u>	<u>Description</u>	<u>Page</u>
1	Application of Tariff	1
2	Definitions	1
3	Determining Mileages	2
4	Objectionable Persons	3
5	Baggage	3
6	Animals or Birds	3
7	Liability	3
8	Claims	4
9	Damage to Vehicle	4
10	Application and Collection of Charges	4
11	Additional, non-transportation Charges	6
12	Equipment Point	6
100	Computation of Charges	6
101	Table of Charges	7
102	Special Charges/Discounts	8

## SECTION A

### RULES AND REGULATIONS

#### ITEM

1

#### **Application of Tariff**

(a) The rules, regulations, charges, and provisions contained in this tariff apply to the transportation of Passengers and their baggage, between points in the Washington Metropolitan Area Transit Commission District. Restricted against (1) transportation solely within the Commonwealth of Virginia; and (2) any passenger transportation for hire on an individual fare paying basis in competition with any existing, scheduled, regular-route, passenger transportation service performed by, or under contract with, the Federal Government, a signatory to the Compact, a political subdivision of a signatory, or the Washington Metropolitan Area Transit Authority.

(b) All charges contained in this tariff are in dollars and cents and are payable in lawful United States currency.

2

#### **Definitions**

The following definitions reflect the technical interpretation of words and phrases used in this tariff. Wherever such words or phrases are used they are designated by capitalization and/or quotation marks.

*"Accommodations"* means either (a) additional seats which the "Charter Party" may desire in excess of the number necessary for the actual party for extra convenience or comfort of the party, or (b) additional number of seats (either left in the "Charter Coach" or removed at the request of the "Charter Party") for the storage of baggage or other paraphernalia being carried in the custody of the party.

*"Charter Coach"* means a unit of motor passenger equipment assigned to the exclusive use of a party or person(s).

*"Charter Party"* means a person or group of persons who, pursuant to a common purpose, and under a single contract, and at a fixed charge, have acquired the exclusive use of a

passenger carrying motor vehicle to travel together as a group to a specified destination or for a particular itinerary, either agreed upon in advance or modified by the "Charter Party" after having left the "Place of Origin".

*"Charter Trip or Charter Movement"* means transportation and incidental services furnished by the Carrier in a "Charter Coach" between points authorized in this tariff, beginning at the time and the place for which the "Charter Coach" is ordered and ending at the "Place of Destination".

*"Equipment Point"* means a place specifically named in this tariff by the Carrier as a point at which vehicles of the particular capacity desired are held out to be available for "Charter Movements".

*"Hour"* means each sixty (60) minute period, or fraction thereof, beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time the "Charter Coach" is released by the "Charter Party".

*"Day"* means each twenty-four (24) hour period beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time the "Charter Coach" is released by the "Charter Party".

*"Live Mileage"* means mileage traversed by a "Charter Coach" between the "Place of Origin" and the "Place of Destination".

*"Deadhead Mileage"* means the distance, computed by the shortest practical highway route, between (a) the "Applicable Equipment Point" for the particular vehicle and the "Place of Origin", and (b) the "Place of Destination" and the same "Applicable Equipment Point".

*"Place of Origin"* means the place where the "Charter Party" orders the "Charter Coach" to be at the start of the "Charter Trip".

*"Place of Destination"* means the place where the "Charter Coach" is vacated and released by the "Charter Party".

### 3 **Determining Mileages**

Except as otherwise specifically provided in this tariff, mileages will be determined from and in accordance with the provisions of the Mileage Guide, Household Goods Carriers' Bureau, Agent, ICC HGB 100, and amendments thereto and reissues thereof

**4            Objectionable Persons**

The Carrier reserves the right to refuse to transport a person or persons under the influence of intoxicating liquor or drugs, or who is incapable of taking care of himself/herself, or whose conduct is such, or is likely to be such, as to make him/her objectionable to other passengers.

**5            Baggage**

Baggage will not be checked. Personal baggage, musical instruments, athletic equipment, and other paraphernalia necessary for the purpose of the "Charter Trip" and limited to the capacity of the chartered vehicle will be transported in the custody of the "Charter Party" at no additional charge.

**6            Animals or Birds**

Dogs, cats, and other animals or birds will be carried on "Charter Trips" at the option of the Carrier on the understanding with the "Charter Party" that the Carrier will not be responsible or liable for acts of such animals or birds.

**7            Liability**

(a) Carrier does not guarantee to arrive at or depart from any point at a specified time, but will endeavor to maintain the schedule submitted by its agents or employees or the "Charter Party".

(b) If any Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a 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 the "Charter Coach" either from the "Place of Origin" or any point enroute, the Carrier will not be liable therefor.

8        **Claims**

Except as might otherwise be prescribed by law, all claims of whatsoever character must be filed in writing with the Carrier within nine (9) months of the alleged occurrence giving rise to the claim.

9        **Damage to Vehicle**

Each vehicle assigned for a "Charter Trip" will be in good condition. Any and all damage to the "Charter Coach" caused or occasioned by the "Charter Party" will be the responsibility of the "Charter Party"

10       **Application and Collection of Charges**

(a) Charges shown in this tariff apply for "Charter Trips" over paved, oiled, macadam roads, or roads over which the "Charter Coach" can be operated at the time of the "Charter Trip" with safety and without undue wear and tear. When vehicles must travel on unpaved, oiled, or macadam roads which cause undue wear and tear and costly equipment maintenance as the only resource to reach the "Place of Destination", or any point enroute thereto, the Carrier reserves the right to assess charges to the "Charter Party" to compensate the Carrier for increased operating and maintenance costs incurred.

(b) All quotations are subject to the Carrier being able to supply equipment and apply only when proper arrangements have been made for the furnishing of equipment and when the Carrier can properly meet with all the requirements of the City, County, State, National or State Park, Monument, or Reservation through which the "Charter Coach" must pass.

(c) When, for its own convenience, the Carrier furnishes a vehicle of greater capacity or in a higher classification than that ordered by the "Charter Party", charges for the "Charter Trip" will be based on the capacity or classification of the vehicle ordered. Charges will be assessed on the basis of the seating

capacity or classification of the vehicle offered at the time the quotation is made.

(d) When the number of passengers in the "Charter Party" varies during the course of the "Charter Trip", the Carrier will assess charges based on the maximum number of passengers in the "Charter Party" at any time during the "Charter Trip".

(e) When the "Charter Trip" is cancelled by the "Charter Party" prior to the departure date and less than two (2) days from the departure date no refund of the deposit will be made by the Carrier. If the "Charter Trip" is cancelled by the "Charter Party" at the time of pickup, a cancellation charge of fifty dollars (\$50), in addition to the deposit, plus any expenses incurred by the Carrier in connection with the "Charter Trip" will be assessed the "Charter Party".

(f) All charges for "Charter Trips" are payable in advance, unless credit is established with the Carrier.

(g) A deposit of one hundred dollars (\$100) of the total charge for the "Charter Trip" is required to reserve the "Charter Coach" for the date of the "Charter Trip"

(h) All charges for a "Charter Trip" must be assessed against and/or collected from the person or organization ordering the "Charter Coach", and will not be prorated and/or collected as fares from the individuals participating in the "Charter Trip".

(i) If, during the course of the "Charter Trip", the "Charter Party" desires to change the routing or duration of the "Charter Trip", charges for the revised "Charter Trip" will be assessed and collected on the basis of the Rates and Charges published in this tariff, plus any additional expenses incurred on the basis of the original charter order. If the Rates and Charges published in this tariff for the revised "Charter Trip" exceed the amount first paid, the difference between that amount and the proper charges as published in this tariff will be collected from the "Charter Party". If the Rates and Charges published in this tariff for the revised "Charter Trip" are less than the amount first paid, the difference between the amount and the proper

charges as published in this tariff will be refunded to the "Charter Party".

(j) Refund or credit will be made to the "Charter Party" based on the difference between the payments collected and the charges assessed in accordance with the provisions of this tariff. Such refund or credit will be made only through the General Office of the Carrier.

**11 Additional, non-transportation Services**

If, at the request of the "Charter Party", the Carrier arranges to provide special equipment and supplies the "Charter Coach" for the convenience, comfort and entertainment of the "Charter Party", or arranges for hotel/motel accommodations, meals, sightseeing, entertainment, or other non-transportation services, all charges involved which are incurred by the Carrier in the provision of these services will be assessed to and collected from the "Charter Party". It is understood that the Carrier assumes no liability for accidents, damages, loss, or non-performance of services on the part of any establishment with whom arrangements for non-transportation services have been made, and the Carrier's responsibility is limited to the actual transportation services contracted for by the "Charter Party".

**12 Equipment Points**

Vehicles for charter service are held out to be available at Purcellville, VA.

**SECTION B**

**RATES AND CHARGES**

**ITEM  
100**

**Computation of Charges**

The Rates and Charges authorized in this tariff apply to each "Charter Coach" assigned to a "Charter Trip". Rates and Charges for a "Charter Trip" are computed as follows:

(a) *Basic Charge*- The maximum Basic Charge to be assessed will be the "Live Mileage" Charge computed under the provisions of paragraph (b) of this Item and the "Deadhead Mileage" Charge computed under the provisions of paragraph (c) of this Item, or the "Time" Charges computed under the provisions of paragraph (d) of this Item, whichever is greater.

(b) *Live Mileage Charge*- A "Live Mileage" Charge will be assessed for each mile traversed by a "Charter Coach" between the "Place of Origin" and "Place of Destination" at the applicable Charge shown in Column 1 of the Table of Charges shown in Item 101 of this tariff.

(c) *Deadhead Mileage Charge*- A "Deadhead Mileage" Charge will be assessed for each mile traversed by a "Charter Coach" between (1) the "Equipment Point" for the particular vehicle and the "Place of Origin" and (2) the "Place of Destination" and the "Equipment Point" for the particular vehicle at the applicable charge shown in Column 2 of the Table of Charges shown in Item 101 of this tariff.

(d) *Time Charge*- A "Time Charge" will be assessed for each "Hour" computed from the time the "Charter Coach" is ordered to be at the "Place of Origin" to the time the "Charter Coach" is released by the "Charter Party" at the "Place of Destination". The "Time Charge" for the first five (5) hours or less is shown in Column 3 of the Table of Charges shown in Item 101 of this tariff. For each "Hour" over five (5) of the "Charter Trip" the "Charter Party" will be assessed at the charge shown in Column 4 of the Table of Charges shown in Item 101 of this tariff.

101

**Table of Charges**

In dollars and cents

Column 1 Live <u>Mile</u>	Column 2 Deadhead <u>Mile</u>	Column 3 First 5 <u>Hours</u>	Column 4 Each Hour <u>Additional</u>
\$1.95	\$1.40	\$275.00	\$55.00

**Special Charges/Discounts**

(a) Additional drivers - When, at the request of the "Charter Party", or in order to comply with the "Hours of Service of Drivers Regulations" of the Department of Transportation, extra drivers are required to complete a "Charter Trip", a charge of twenty-five cents (\$.25) for each mile required to position the additional driver will be assessed the "Charter Party".

(b) Cleaning Charge - If, in the opinion of the Carrier, the "Charter Party" leaves the "Charter Coach" in a particularly dirty condition, a cleaning charge of twenty-five dollars (\$25) will be assessed the "Charter Party".

(c) Tolls, entrance fees, etc. - The transportation rates and charges in this tariff do not include bridge, tunnel, ferry, toll roads, or vacation area charges; parking fees; special taxes, permits or licenses or any other similar expenses incurred. These charges are to be collected from the "Charter Party" in addition to the other rates and charges named in this tariff.

(d) Overnight stops - Where, at the request of the "Charter Party", overnight stops are involved, the "Charter Party" shall be responsible for paying for the driver's overnight accommodations.

(e) Brokers - A ten percent (10%) commission (less deadhead miles) is payable to any broker chartering equipment from the "Carrier".

THE END