

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

GENERAL TARIFF COVER

JUL 17 1997

General Tariff No. GT- NO.1

Cancels General Tariff No. GT- _____

Date Filed _____
(enter date from Line 5)

Date Effective 07-22-97
(enter date from Line 7)

1. WMATC Certificate No. 398

2. Carrier Name L.W. Transportation, Inc.

Address 181 Kings Highway Suite 116

Fredericksburg, Va. 22405

Telephone No. 540-373-1375

3. Person authorized to file tariff on behalf of carrier:

Name Larry Williams

Title President

Telephone No. 540-373-1375

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. _____

6. Date seven (7) calendar days after date on Line 5. _____

7. Effective Date of this tariff (not earlier than date on

Line 6). 07-22-97

8. Signature of Person named on Line 3. Larry Williams

NOTE: INCOMPLETE OR INACCURATE TARIFF COVER FORMS WILL BE REJECTED.
IF YOU HAVE A QUESTION ABOUT HOW TO COMPLETE THIS FORM, CALL THE
COMMISSION AT (202) 331-1671.

FOR COMMISSION USE ONLY

- 9. Date Filed 07-17-97
- 10. Line 7 plus 60 days 09-20-97
- 11. Filing fee \$ N/A () cash () check () money order

SECTION I

RULE
NO.

RULES AND REGULATIONS

1. APPLICATION OF TARIFF:

The rates, charges, rules and regulations named herein apply in interstates or foreign commerce only to the extent of the carrier's operating rights as specified below:

To operate within the Washington Metropolitan Area Transit District, over irregular routes, transporting passengers and baggage, in special and charter operations beginning and ending within the Washington Metropolitan Area Transit District.

2. DEFINITIONS:

Whenever used in this tariff, the following terms shall be interpreted as having the meaning indicated below:

Charter Coach: Means the unit of the passenger equipment assigned to the exclusive use of a party or persons.

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 "Place of Destination" or for a particular itinerary, either agreed upon in advance or modified by the "Charter Party" after having left the "Place of Origin".

(This Rule is continued on the following page).

SECTION I

RULE
NO.

RULES AND REGULATIONS
(Continued)

2. DEFINITIONS: (cont'd)

Charter Trip or Charter Movement: Means the Transportation and incidental service furnished by the carrier in a "Charter Coach" between points authorized herein beginning at the time and place for which the "Charter Coach" is ordered and ending at the "Place of Destination."

Hour: Means each sixty (60) minutes, or fraction thereof, beginning at the time the "Charter Coach" is dispatched from the applicable "Equipment Point" and ending at the time the "Charter Coach" is finally returned to the same "Equipment Point."

Day: Means each calendar day beginning on the date of the "Charter Coach" is ordered for the service and ending on the date the "Charter Coach" is finally released by the "Charter Party."

Equipment Point: Means a place specifically named herein as the point at which vehicles of the particular capacity desired are held out to be available for "Charter Movement."

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

(This Rule is continued on the following page).

SECTION I

RULE
NO.

RULES AND REGULATIONS
(Continued)

4. CLAIMS:

Claims for loss or damage must be filed in writing with carrier within three (3) months after delivery of baggage or in the case of failure to make a delivery within three (3) months after the lapse of a reasonable time for delivery, which shall not be more than ninety (90) days after the end of the "Charter Trip." Carrier shall have a reasonable time in which to locate baggage before settlement of a claim, which will not be less than ninety (90) days from receipt of notice of loss.

5. OBJECTIONABLE PERSONS:

Carrier reserves the right to refuse to transport any person who is under the influence of intoxications or drugs or who is incapable of taking care of himself or herself or whose conduct is or is likely to become objectionable to other passengers. This rule does not apply to persons who are ill and are accompanied by an attendant or nurse.

6. ANIMALS AND BIRDS:

Animals or birds will not be carried on "Charter Trips" except with the specific permission of the carrier and then only in the custody of the "Charter Party." Where passengers bring animals or birds aboard a "Charter Coach", the carrier will not be responsible or liable for loss, damage or injury caused by the acts or actions of such animals or birds.

(This Rule is continued on the following page).

SECTION I

RULE
NO.

RULES AND REGULATIONS
(Continued)

7. ANIMALS AND BIRDS: (cont'd)

Exception: Seeing-eye dogs engaged in the performance of their duties in connection with the guidance of blind persons will be transported by carrier.

8. DAMAGE TO VEHICLE:

Each vehicle assigned for charter service will be in good condition, including window glass and seats. Any damage to the "Charter Coach" caused by the "Charter Party" will be charged by the carrier to the "Charter Party."

9. LIABILITY:

Carrier will not be liable for delays caused by the Act of God, public enemies, authority of law, quarantine, perils of navigation, the hazards or dangers incident to a state war, accidents, breakdowns, bad conditions beyond its control; and does not guarantee to arrive at or depart from any point at any specified time. The carrier, however, will endeavor to maintain the schedule submitted by its agents or employees, but does not guarantee compliance with such schedule submitted by its agents or employees. If, as a result of any of the listed causes, carrier deems it advisable not to depart from a "Place of Origin" or any point enroute, it shall not be liable therefore, or be caused to held liable for damages for its action.

(This Rule is continued on the following page).

SECTION I

RULE
NO.

RULES AND REGULATIONS
(Continued)

9. EQUIPMENT POINTS:

Vehicles for charter service are held out to be available at the following points:

Fredericksburg, VA

10. APPLICATION AND COLLECTION OF CHARGES:

- (a) The charges published in this Tariff are based upon the seating capacity of the "Charter Coach" (exclusive of the driver's seat). When a "Charter Party" is of sufficient size to require two or more "Charter Coaches", the charges provided for in this Tariff will be applied separately for each "Charter Coach" used.
- (b) Charges shown herein apply for "Charter Trips" over paved, oiled and macadam roads or other roads over which the "Charter Coach" can be operated at the time of the "Charter Trip" with safety and without undue wear.

(This Rule is continued on the following page).

SECTION I

RULE
NO.

RULES AND REGULATIONS
(Continued)

10. APPLICATION AND COLLECTION OF CHARGES:

- (c) All quotations of charges are subject to carrier being able to supply equipment; apply only when proper arrangements have been made for the furnishing of equipment and when the carrier can properly meet all of the requirements of the Cities, States, National or State Parks, and Monuments or Reservations through which the carrier must pass during the course of the "Charter Trip."
- (d) All charges for "Charter Trips", including special charges provided for herein are payable in advance, unless credit arrangements are made with the carrier.
- (e) All charges for a "Charter Trip" will be assessed against and collected from the person or organization ordering the "Charter Coach", and will not be prorated and collected as fares from the individual passengers.
- (f) A cancellation charge of One Hundred dollars (\$100.00) will be assessed if a "Charter Movement" is not cancelled at least two (2) days before the scheduled departure of such movement.

(This Rule is continued on the following page).

SECTION I

**RULE
NO.**

**RULES AND REGULATIONS
(Continued)**

10. APPLICATION AND COLLECTION OF CHARGES: (cont'd)

- (g) If the "Charter Party" during the course of the "Charter Trip" desires to change the routing and/or duration of the "Charter Trip" or other arrangements, the charges for the revised "Charter Trip" will be assessed and collected on the basis of the rates and charges published herein, plus any additional expenses incurred on the basis of the original order.
 - (1) If the rates and charges applicable to the revised "Charter Trip" exceed the amount paid for the original "Charter Trip", the difference between that amount and the proper charges as published will be collected.
 - (2) If the rates and charges as published herein for the revised "Charter Trip" are less than the amount first paid, the difference between the rates and charges applicable to the revised "Charter Trip" and the amount initially collected will be refunded.

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SECTION II

ITEM NO.	CHARGES (In Dollars and Cents)
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1. APPLICATION OF CHARGES:

- (h) Any refund or credit to be made to a "Charter Party" will be made only through the General Offices of the carrier.
- (i) When a contract for a "Charter Coach" service is to be performed on or after the effective date of a revised charge in this Tariff, such service will be subject to the charge in effect on the date of the charter contract or on the date of the "Charter Movement", whichever is the lower.

Unless otherwise provided herein, the charges published in this Section are based upon the number of "Charter Coaches" ordered by the "Charter Party".

2. COMPUTATION OF CHARGES:

- (a) Hourly charges will be computed from the time the "Charter Coach" is dispatched from the carrier's applicable "Equipment Point" until such time as the "Charter Coach" is returned to that same "Equipment Point" and the "Time Charge" published in this section.
 - (1) Between the applicable "Equipment Point" for the particular vehicle and the "Place of Origin"; and
 - (2) Between the "Point of Destination" and the applicable "Equipment Point".

(This Item is continued on the following page).

SECTION II

ITEM
NO.

CHARGES
(In Dollars and Cents)

3. SPECIAL CHARGES:

The special charges provided for herein will be added to the transportation and other charges provided for in this and other Sections of this Tariff when applicable.

- (a) Overnight Layover: A charge of \$125.00 per vehicle will be assessed for each overnight stopover that is part of the "Charter Trip."
- (b) Toll Charges, Entrance Fees, Etc.: Bridge tolls, ferry tolls or charges, parking fees, entrance fees, admission charges, toll road and similar charges will be assessed in addition to all other applicable charges.
- (c) Driver's Expenses: A charge will be made on all "Charter Movements" in excess of eight (8) hours duration for each twenty-four (24) hour period as provided in the following table:

over 14 Hours \$15.00

over 24 Hours \$25.00

(This Item is continued on the following page).

SECTION II

ITEM
NO.

CHARGES
(In Dollars and Cents)

3. SPECIAL CHARGES: (Cont'd)

- (d) Additional Drivers: On one-way or round-trip "Charter Movement", if the "Charter party" chooses to continue beyond the hours-of-service limitations of one Driver and that Driver must be released from duty at any point to comply with the hours-of-service regulations of pertinent regulatory bodies, and additional Driver will be made available by the carrier, at the applicable Driver's expense charges shown above, plus a Driver's Milage Charge of twenty (20) cents from the "Equipment Point" and return.

TIME CHARGES:

PER CHARTER COACH:

PER HOUR

\$50.00

Note 1. All "Charter Movements" under the charges named in this item are subject to a minimum charge of \$250.00 per "Charter Coach."