

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION  
GENERAL TARIFF COVER

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Area Transit Commission

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Date Effective plus 60 days \_\_\_\_\_

General Tariff No. GT- 1  
Cancels General Tariff No. GT- \_\_\_\_\_  
Date Filed at WMATC December 16, 2014  
Date Effective FEB 19 2015

1. WMATC Certificate of Authority No. 2572
2. Carrier Name on Certificate of Authority: All Pro Tours, LLC  
\_\_\_\_\_  
Address 3100 Muskogee Street, Adelphi, MD 20783  
\_\_\_\_\_  
Telephone Number (202) 438-7421
3. Person authorized to file tariff on behalf of Carrier  
Name Neddy J. Vernon  
Title Owner  
Telephone Number (202) 438-7421
4. Date this tariff actually filed with WMATC December 16, 2014
5. Date seven (7) calendar days after date on Line 4. December 23, 2014
6. Effective Date of this tariff (not earlier than date on line 5). December 23, 2014
7. Signature of Person named on Line 3. Neddy J. Vernon

NOTE: SEE COMMISSION REGULATION NOS. 55 AND 56. IF YOU HAVE A QUESTION ABOUT HOW TO COMPLETE THIS FORM, CALL THE COMMISSION AT (301) 588-5260.

**SECTION A**  
**RULES, REGULATIONS AND PRACTICES**

<b><u>RULE NO.</u></b>	<b><u>DESCRIPTION</u></b>
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**1. APPLICATION OF TARIFF**

The charges and provisions as contained herein apply only in connection with the transportation of passengers and their baggage in charter party service between points within the Washington Metropolitan Area Transit District.

**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.

*“Charter Coach”* as used herein means a unit of motor passenger equipment assigned to the exclusive use of a party or person(s).

*“Charter Party”* as used herein 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”* as used herein means the transportation of a group of persons, who pursuant to a common purpose and under a single contract, and at a fixed charge for the vehicle in accordance with this tariff, have acquired a “Charter Coach” to travel together as a group to a “Place of Destination” for a particular itinerary, either agreed upon in advance or modified by the “Charter Party” after having left the “Place of Origin”. “Charter Trip” service begins at time “Charter Party” has specified it desires for the vehicle to report to the “Place of Origin” and ends with the discharge of such “Charter Party” at their “Place of Destination” or return point of discharge.

*“Hour”* as used herein means each sixty (60) minutes 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”* as used herein 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”.

*“Place of Origin”* as used herein means the place where the “Charter Party” orders the “Charter Coach” to be at the start of the “Charter Trip”.

*“Place of Destination”* as used herein means the place where the “Charter Coach” is vacated and released by the “Charter Party”.

*“Seating Capacity”* as used herein means the total number of seats in the vehicle, exclusive of the driver’s seat.

### **3. BAGGAGE**

Carrier prefers baggage consists of one (1) suitcase and one (1) carry-on bag. 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 charter vehicle will be transported in custody of the chartering party at no additional charge. Carrier assumes no responsibility of liability for such personal baggage and/or property transported by it.

### **4. DEADHEAD MILEAGE**

Deadhead mileage means the mileage traversed in moving a vehicle from the closest equipment point to the “Place of Origin”.

### **5. LIABILITY FOR DELAYS**

- a. Carrier will not be liable for delays caused by accidents, breakdowns, and bad conditions of the highways, snowstorms or any other condition beyond its control.
- b. If conditions over which this carrier has no control, such as weather, road conditions or Acts of God, make it, in the opinion of this carrier, inadvisable to operate a charter either from the point of origin or at any point en route, carrier shall not be liable therefore or be caused to be held for damage for any reasons whatsoever.

### **6. 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.

### **7. AVAILABILITY OF EQUIPMENT**

All quotations are subject to the carrier being able to supply equipment. The charges shown herein apply only when proper arrangements have been made for the furnishing of equipment and only when this carrier can properly meet with all of the requirements of any city, state, national or state park, monument of reservation through or to which it is the desire of the party chartering the vehicle (s) to pass.

## **8. PASSENGER LIMIT, PER VEHICLE**

The company reserves the right to limit the number of passengers that it will carry on any vehicle in excess of the "Seating Capacity" of the vehicle or to refuse to carry any such excess passengers.

## **9. OBJECTIONABLE PERSONS**

The carrier reserves the right to refuse to transport a person or persons under the influence of drugs or intoxicating liquor, or whose conduct is such, or likely to be such, as to make him or her objectionable to other passengers.

## **10. ANIMAL OR PETS**

Dogs and other animals, birds, etc. will not be carried on a vehicle in charter service.

## **11. CANCELLATION POLICY AND CHARGES**

Payment Policy: "Charter Trip "must be paid in full within one (1) week prior to service.

Cancellation Policy: A forfeiture of deposit will apply to any charter cancelled within fourteen (14) days of scheduled departure. Any charter cancelled within forty-eight (48) hours of departure will be assessed the minimum charge for the service originally requested. Cancellation at point of origin will be charged the full rate of service. Any service cancelled prior to fourteen (14) days of scheduled departure will receive a refund of all money deposited.

Return Check Policy: a twenty-five dollar (\$25) per returned check fee will be charged for all returned checks; furthermore, any legal fees and interest may also be assessed.

## **12. CHANGES EN-ROUTE**

If changes en route from the original "Charter Movement" are ordered by the "Charter Party", any additional mileage resulting therefrom will be computed upon the charges set forth therein.

## **13. DAMAGES TO VEHICLE**

In the event a chartered vehicle is damaged by members of the "Charter Party", a two-hundred fifty (\$250) fine shall be charged to and promptly paid by the "Charter Party" for the repair of the damage.

#### **14. APPLICATION AND COLLECTION OF CHARGES**

- a. All Charges for "Charter Trips" are payable in advance, unless credit is established with the Carrier.
- b. A deposit of 10 percent (10%) of the total charge for the "Charter Trip" is required to reserve the "Charter Coach" for the date of the "Charter Trip".
- c. 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".
- d. 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". Regardless if the Rates and Charges published in this tariff for the revised "Charter Trip" are less than the amount first paid, the "Charter Party" will be charged the original amount for the "Charter Trip".
- e. Refund or credit will be made to the "Charter Party" if during the day of the "Charter Trip" the Carrier causes delays or late arrivals or experiences mechanical failure and results in cancellation of the "Charter Trip". Such refund or credit will be made only through the General Office of the Carrier.

#### **15. 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 the 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".

## 16. SPECIAL CHARGES, TOLLS, AND TAXES

- a. The cost of all bridge, ferry, tunnel, and highway tolls together with all parking charges shall be included as separate additional charges in the determination of rates.
- b. The cost of any Federal Tax on transportation of persons, all special license fees, permits, taxes and other charges that may be imposed on chartered bus operations by the Federal Government, and state, count, parish, or municipality, shall be included as a separate and additional charge in the determination of rates.

### **SECTION B RATES AND CHARGES**

<b>RULE NO.</b>	<b>DESCRIPTION</b>
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#### **1. COMPUTATION OF CHARGES AND DESIGNATION OF EQUIPMENT POINT**

The Rates and Charges authorized in this tariff apply to each "Charter Coach" assigned to a "Charter Trip". Rates and Charges will be computed as beginning as the time the "Charter Coach" is ordered to report, or the actual time "Charter Coach" reports, to the time "Charter Coach" returns to the "Place of Origin" or arrives at the "Place of Destination."

#### **2. HOURLY CHARGES**

47 Passenger Bus  
\$90.00 per hour

59 Passenger Bus  
\$95.00 per hour

#### **3. COMPUTATION OF ADDITIONAL CHARGES**

On the day of the "Charter Trip", additional charges will be computed based on the price per gallon priced for that day per additional mileage.

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**END OF TARIFF**

