

K.C.C. No. 103778

Tariff No. 4

TARIFF

OF

Name: Village Charters, Inc.

Address: 8620 W. 21st St. N., Wichita, KS 67212

Motor Common Carrier Service

Between Points

And Places In Kansas
(As Shown Herein)

ISSUE DATE: 04/12/2005

EFFECTIVE DATE: 04/12/2005

Norman Arensdorf, President

Name and Title

Village Charters, Inc.

Name of Carrier

8620 W. 21st St., N.

Street and PO Box Address

Wichita, KS 67212

City, State and Zip

Updated 04/12/05

Item No.	Subject And Application
1.	The provisions of this tariff apply to the intrastate transportation of : PASSENGERS AND THEIR BAGGAGE, IN ROUND-TRIP CHARTER OPERATIONS as follows: Between all points and places in all counties in the state of Kansas.
2.	Availability Ordering and Furnishing of Equipment; also Basis of Charges Dependent Thereon: <ul style="list-style-type: none"> ■ Vehicles are available at Wichita, Kansas ■ All rates are based on 35' – 40' – 45' coaches. ■ Rates are based on length of motorcoach.
3.	Baggage: Personal 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 coach will be transported at owner's risk and in the custody of the chartering party at no additional charge.
4.	Deposits and cancellations: <ul style="list-style-type: none"> ■ A \$200 deposit is required to confirm any coach movement. ■ The deposit is due within 14 days after booking. ■ A full refund of the deposit will be made if cancellation of the charter movement is made 30 days or more in advance of such movement. ■ A cancellation of a charter movement within 30 days of such movement will result in forfeiture of the deposit. ■ Full payment of any charter movement is due 30 days in advance.
5.	Damage to vehicles: Any damage to the vehicle caused by the chartering party will be charged to the chartering party.
6.	Deadhead Mileage and Live Mileage: “Deadhead” mileage means the mileage traversed in moving from Wichita, KS to the starting point of the trip and from final destination of the trip to Wichita, KS and such other movement of equipment unoccupied by passengers as may be necessary based on the trip the party desires. “Live” mileage means mileage traversed while coach is occupied by passengers.
7.	Distances: All mileage will be computed according to the latest Kansas Department of Transportation Highway Mileage Guides.
8.	Fees, Tolls, and Parking Charges: The charges named herein do not include entrances fees, toll roads, bridges, tunnels, ferry fees or parking charges; such fees, tolls and charges will be in addition to all other applicable charges.
9.	Hour: As used herein, an “hour” is each sixty-minute period beginning at the time the vehicle is ordered

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10.	<p>to be at the point of origin and ending at the time the vehicle is finally released by the chartering party.</p> <p>Liability:</p> <p>A. The carrier will not be liable for delays caused by an Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, accidents, breakdowns, bad conditions of the road, snow 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 but same is not guaranteed.</p> <p>B. If any Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, and other conditions beyond its controls, make it, in the opinion of the carrier, inadvisable to operate the chartered coach either from the place of origin or any point en-route, the carrier shall not be liable therefore, or be caused to be held for damages for any reason whatsoever.</p>
11.	<p>Special Equipment, Services and Supplies:</p> <p>If at the request of the chartering party the carrier arranges special equipment and supplies in the vehicles for the convenience and comfort of the chartering party or arranges for hotel accommodations, meals, sightseeing entertainment or other services, all other charges which are incurred in the performance of these special services will be in addition to all other applicable charges. The carrier assumes no liability for accidents, damage, loss or non-performance of these services on the part of any establishment and the carrier's responsibility is limited to the actual transportation contracted for by the chartering party.</p>
12.	<p>Charges:</p> <p>Subject to rules and regulations contained herein, charges will be assessed for each chartered vehicle as follows:</p> <ul style="list-style-type: none"> ■ Live mileage charge will be assessed except time charges will apply if they are greater than the charges computed under the live mile charge. (See Item 6) ■ Time charges will be computed from the time the charter coach is ordered to be at the point of origin and continue until the charter coach returns to the point of origin and is released. (See exception below) ■ If the charter coach is released at point of destination of the charter party and charges would be less based upon the deadhead mileage charge for the mileage involved in returning equipment to original equipment point, such lower charge will apply. ■ The deadhead mileage charge as provided in Item 6 is in addition to the live mileage and/or the time charges set forth in points 1 and 2 in this section. ■ On any charter which requires that a driver "over-night" at a location other than Wichita, Kansas, an additional charge of \$60 per night will be made. ■ Where due to scheduling extra drivers are required, an additional charge of \$100 per day, per extra driver will be assessed. ■ Discounts may apply.

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	Mileage Charge (Rates are in dollars and cents per mile)		
	<u>Length</u>	<u>Per Live Mile</u>	<u>Per Deadhead Mile</u>
	35'	\$1.90	\$1.40
	40'	\$2.20	\$1.60
	45'	\$2.40	\$1.70
	Time Charge (Rates are in dollars and cents)		
	<u>First six (6) hours or less</u>	<u>Each Additional hour</u>	<u>Maximum 24-hour period</u>
	35' \$300.00	\$50.00	\$475.00
	40' \$330.00	\$55.00	\$525.00
	45' \$390.00	\$65.00	\$590.00