### RECEIVED FEB 27, 2020 WA. UT. & TRANS. COMM. ORIGINAL TC-200132

Tariff No. 6

### **SUB 02/28/20**

Original Page No. 2

### THE ROCK TRANSPORTATION SERVICES CORP. dba WHIDBEY-SEATAC SHUTTLE & CHARTER C-1077

### PASSENGER RULES

Animals: Pets will be transported by prior arrangement at the sole discretion of the company and must be disclosed at the time of booking. Those animals including companion, therapy, or emotional support pets must be housed in pet carriers provided by passenger in an IATA approved kennel not to exceed 20"X19"X27" (size 200). These pets will be stowed in the luggage compartment. Smaller animals may be allowed in the passenger areas of the vehicle by prior arrangement if they are in an IATA approved kennel not to exceed 9.5"X12"X17" (size 50) or one approved by the company and they must stay in the kennel, including heads and tails, during the entire trip. Animals will be moved to the luggage area if they have an offensive odor, create a noise disturbance or if a passenger is allergic to the animal. A fee up to \$30 will be charged for any animal that does not meet the definition of a Service Animal under the ADA.

**Service Animals**: Service animals, as defined by the Americans with Disabilities Act, will be carried free of charge. Service animals may not occupy passenger seats unless it is necessary to assist an individual with a disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA and may be carried as a pet.

**Baggage:** Each ticketed passenger may carry 1 full sized bag, one hand-carry and one personal item such as a purse, briefcase or laptop computer. Bags in excess of the allowance will result in a charge per trip leg (each direction of travel). Active duty military <u>on</u> <u>orders</u> may have 2 additional checked bags at no additional charge. Bags in excess of either allowance and not declared at the time of booking may be denied. Each full-sized bag may not exceed 50 pounds and be no larger than 62 linear inches (length + width + height) and your hand-carry may not exceed 40 pounds and be no larger than 10" H x 17" W x 24" L. Luggage exceeding the size or weight allowance may be allowed for a fee up to \$30 per bag. No single piece of checked baggage may weigh over 70 pounds or exceed 80 linear inches (e.g.; surfboards, bicycles, scuba equipment). Passengers bringing allowed overweight baggage will be responsible for the loading and unloading of those bags. By prior arrangement, we may accept large cardboard or plastic boxes/tubs for a fee up to \$30 per item. Smaller sized boxes no larger than 18" H x 18" W x 18" L may be substituted for your checked bag. We will not carry prohibited items as determined by TSA. All items brought onboard count toward your baggage limit except assistive devices (cane, crutches, etc.), infant/child restraint devices for ticketed children, outer garments (coat, hat, umbrella, etc.), beverage and reading material. We are not responsible for marks, scratches, broken handles or other damage that is associated with normal use, wear and tear of baggage.

**Baggage inspection:** This company is responsible for the safety and comfort of all passengers transported. To ensure the safety and comfort of passengers and employees it may be necessary for the company to inspect baggage or other materials to be transported in or on its motor vehicles. All baggage and other materials to be carried in or on its motor vehicle is subject to inspection by the company. Examples may include, but are not limited to, the following items: articles whose transportation as baggage are prohibited by law or regulation; fragile or perishable articles; articles whose dimensions exceed the size limitations in the company's filed tariff; packages, bags, or parcels that are leaking; Firearms; articles that have foul and obnoxious odors; or Items that cause annoyance, discomfort, or harm to person(s) or property.

**Baggage liability**: This company does not accept checked baggage. Checked baggage means passenger baggage that is accepted for transportation but is not carried in the passenger compartment of the vehicle. Most airporters do not provide checked baggage service. Baggage is placed in a secured portion of the passenger compartment that is separate from the seating area and accessed from the back of the vehicle. Should the company accept any checked baggage it is required to be liable for checked baggage at the rate of \$100.00 per child and \$250.00 per adult. It is further required to provide excess liability of up to \$1000.00 per adult fare for checked baggage for an additional fee. A fee of \$10.00 plus \$2.00 per \$100.00 (or any portion thereof) in excess valuation would be charged. Baggage contents would be subject to inspection and verification prior to issuing excess valuation. In such case forms would be available from the business office or the driver.

**Fares:** Rate discounts or special rates apply only to the individual meeting the specific requirements set in the company tariff, regardless of who purchases the ticket. Base fares are set forth in the company's tariff, except for tariff supplements, in effect on the date the company filed a proposed tariff for flexible fares as a means to establish maximum fares. Under flexible fares, the company adopts the authority to charge, at the company's discretion, fares in any amount at or below the maximum fares and the maximum fare will increase annually by five percent as allowed by UTC regulations.

Adults: Adults are passengers who have reached or passed their 16th birthday but have not reached their 60<sup>th</sup> birthday on or before the date of travel.

# RECEIVED FEB 27, 2020 WA. UT. & TRANS. COMM. ORIGINAL TC-200132

#### Tariff No. 6

SUB 02/28/20

Original Page No. 3

### THE ROCK TRANSPORTATION SERVICES CORP. dba WHIDBEY-SEATAC SHUTTLE & CHARTER C-1077

**Employee:** The company offers employees and their immediate family living with them, when traveling with the employee, the opportunity to purchase reserved seats at 50% of the adult fare or free passage on a stand-by basis.

**Military:** A Military Passenger is any passenger on active duty with the U.S. Armed Forces, retired military with valid military ID or a dependent of an active or retired military person who also possesses a valid military ID. A passenger traveling on a military fare shall present to the driver or other company employee their military ID if asked.

**Seniors:** Seniors are passengers who have reached their 60<sup>th</sup> birthday by the date of travel.

Travel Agents: Travel agents are persons who have a current and valid IATA number.

Youth: A Youth is a person who has not reached his or her 16<sup>th</sup> birthday by the date of travel.

Flag stops: The Company does not stop at Flag Stops. All stops are by reservation only.

**Frequent users:** Passengers traveling 10 round-trips within the preceding 6 months will receive 1 round-trip of the same or lesser value class fare. Passengers traveling 10 one-way trips within the preceding 6 months will receive 1 one-way trip of the same or lesser value class fare. The trip has no cash value.

**Group discount:** Groups of 4 or more booked under the same reservation number, traveling at the same time and to the same locations will receive a ten percent (10%) discount on the total reservation.

**Intermediate application:** Fares to and from intermediate points not shown will be the same as the fare to or from the next more distant station for which fares are named.

**National security:** Passengers traveling to or from a federal reservation or military installation with security procedures in effect and SeaTac any other scheduled stop may incur a reservation transaction fee.

**Objectionable passengers:** The company reserves the right to refuse to transport persons under the influence of drugs or alcohol, or who are incapable of taking care of themselves, or whose conduct or behavior may be objectionable to other passengers. Passengers who refuse to comply with the Driver's instructions, or who create a disturbance or are argumentative causing disruption to the safe and expeditious operation of the shuttle may also be refused service. The carrier also reserves the right to refuse carriage of any materials that the carrier considers unsafe and not in the best interest of the passengers including animals except for ADA Service dogs.

Port Access: All customers are required to comply with all Port rules and regulations.

Refusal of service: The company may refuse service to a person when:

(a) In the company's judgment, providing the service would be hazardous, unsafe, or dangerous to persons or property;

(b) In the company's judgment, driveways or roads are improperly constructed or maintained, do not have adequate turn- arounds, or have other unsafe conditions;

(c) The customer has an outstanding amount due to the company;

(d) The customer refuses to allow company personnel, drivers, agents, or representatives access to baggage or other materials prior to it being loaded in or on the vehicle;

(e) The customer appears to be under the influence of drugs or alcohol; or

(f) A company may refuse service to a person under other conditions that would be detrimental to the safety and comfort of passengers when those conditions are contained in the company's filed tariff and time schedule.

(1) The customer fails to comply with company rules or Driver instructions.

(2) The customer fails to comply with company rules regarding the carriage or transportation of animals.

**Reservation:** Service is provided by reservation only. Reservations can be made over the phone or using the company online reservation system. A reservation requires advance payment and the passenger listed on the company manifest before a ticket is considered valid. Reservation tickets will be good for 180 from date of sale.

# RECEIVED FEB 27, 2020 WA. UT. & TRANS. COMM. ORIGINAL TC-200132

Tariff No. 6

SUB 02/28/20

Original Page No. 4

#### THE ROCK TRANSPORTATION SERVICES CORP. dba WHIDBEY-SEATAC SHUTTLE & CHARTER C-1077

**Round trip:** A round trip is one that originates at point A and terminates at point B with a return trip from point B to point A. Does not apply to fares for service on Group Two and Three routes as published in Time Schedule.

**Schedule maintenance:** Carrier will not be liable for delays caused by accidents, breakdowns, road conditions or construction, ferry closures or delays, storms, traffic or other conditions beyond the control of the carrier and does not guarantee arrival at or departure from, any point at any specific time. The carrier endeavors to maintain the time schedules but does not guarantee to be able to do so at all times.

**Smoking:** Smoking is prohibited on all shuttle vehicles per WAC 480-30-216. Smoking includes the burning or vaporization of tobacco, marijuana, oils or any other substances discharging any fumes, smoke or vapors including e-cigarettes.

**Stopovers & intermediate stops:** Stops will be allowed at any safe point as determined by the company on a case by case basis, on the route within the limit of the ticket, upon notice to the agent at the time of placing the reservation provided it does not interfere with the schedule or safety. A reservation transaction fee may be assessed for each reservation by the company for each intermediate stop reservation. Any such stops are at the discretion of the company must be by prior approval.

**Ticket limitations, changes, cancellations and refunds:** One-way and Round-trip tickets will be good for 180 days from the date of sale. A single reservation transaction fee per person per leg may be charged when reservations are re-scheduled or cancelled. Changes are not allowed after the scheduled departure time of the reservation. Reservations made less than 24 hours prior to departure may incur per person late booking transaction fee of \$2.00 (base/\$2.90 maximum). Passengers not utilizing the on-line booking facility and requiring the services of Customer Service Agent by phone may be assessed a reservation transaction fee of \$1.00 (base/\$1.45 maximum). Reservations may not be changed to a date more than 180 days from the date of sale. Customers who fail to show up by the scheduled departure time of their reservation at the designated pick-up point or who have not canceled or changed their reservation at least 24 hours prior to that time are not eligible for a refund. Refunds will be made if requested in writing if the cancellation or change was caused by an airline delay or circumstance outside the customer's control (such as medical conditions). Refunds may be granted by the company due to other extenuating circumstances. It is the passenger's responsibility to adhere to the standard airline check in time requirements and to assess and allow the time required to clear TSA screening and/or customs.

**Ticket redemption:** Unused tickets will be redeemed at the purchase price. Unused portions of round trip or commutation tickets will be redeemed by charging the regular fare or fares for the portion or portions used and refunding the balance of the purchase price except as provided for in the Ticket Limitations section of these rules.

Wheelchair and Persons with Disabilities Accessibility: The Company requires a 48-hour minimum notice to provide these services. These services are only provided at regularly scheduled stops and times. All persons requiring the use of the wheelchair lift must be seated while on the lift in a wheelchair or walker with seat and back with brakes engaged for the safety of both the passenger and driver. It is the responsibility of the passenger to provide such seating device. If you do not have a device we will provide one with a 48-hour minimum notice. Those passengers with disabilities not requiring the lift but requiring assistance to board the vehicle using the steps must provide a person to assist them. Drivers are only permitted to provide a steadying hand and may not provide lifting, boosting or any other physical assistance. Drivers are not permitted to assemble or dis-assemble mobility devices. Drivers may not leave the immediate area of the vehicle for loading or unloading at any stop.

**Youth, Children & Infants:** An infant under 2 years of age, when accompanied by a ticketed adult passenger, and not occupying a seat, will be carried free of charge. Children are no longer considered infants on the day of their second birthday and must purchase a ticket for all segments on which the child will be two years of age or older. One stroller and/or infant restraint will be carried free of charge when accompanying the infant or child. Diaper bags, play pens, etc. will count towards the baggage allowance of the ticketed passenger. A child/infant restraint system is highly recommended for all children under 8 years old unless the child is 4 feet 9 inches or taller. We do not provide child/infant seats and the driver cannot assist with the securing of the seat. All youths under 13 must be accompanied by a ticketed adult. Passengers 13 thru 17 years of age, traveling alone, must have a minor release form on file with the company prior to the date of travel.