

# SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

## BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Prescription ) APPLICATION NO. LR-259  
of Reasonable Rates and Charges for )  
Motor Carriers Passengers and ) GRANTED  
Property for Hire subject to the )  
Provisions of Neb. Rev. Stat. ) ENTERED: OCTOBER 25, 2005  
(Reissue 1996), Chapter 75,  
Articles 1 and 3.

BY THE COMMISSION:

### OPINION AND FINDINGS

On August 25, 2005, DJW, Inc., d/b/a Luxury Limousine, Syracuse, filed an application for authority to establish rates for a fourteen (14) passenger Ford Excursion SUV.

Notice of the application was published in The Daily Record Omaha, Nebraska, on September 9, 2005, pursuant to the Commission's rules. The application was not protested.

Applicant is a certificated common carrier which holds Certificate B-1554. The certificate authorizes the transportation of passengers and their baggage by limousine service in certain counties in southeast Nebraska.

The Applicant represented to staff of the Commission that the rates as proposed were based on expenses related to operational costs and other costs such as insurance. The rates are believed to return a sufficient amount to the Applicant to cover its costs as well as to provide a reasonable profit to the Applicant for future business development.

The proposed rates are similar to and are competitive with existing limousine rates in the area. The proposed rates are reasonable and the Commission finds that the rates should be approved. The application is filed in compliance with Sections 75-308 (Rates) R.R.S. 2003 and the Commission rules.

Upon consideration of the application and being fully advised in the premises, the Commission is of the opinion and finds that the application should be granted.

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ORDER

IT IS, THEREFORE, ORDERED by the Nebraska Public Service Commission that DJW, Inc., dba Luxury Limousine, Syracuse, Nebraska, be, and it is hereby, authorized to establish in its limousine rates the schedule attached hereto, effective November 4, 2005.

MADE AND ENTERED at Lincoln, Nebraska, this 25<sup>th</sup> day of October, 2005.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS, CONCURRING:

*Louise Johnson*

*Anne C. Boyle*

*Reg Johnson*

ATTEST:

Chairman

*Donald L. Vay*

*Al S. Pollack*

Executive Director

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## Standard Rates

### 14 Passenger (SUV) Ford Excursion (2005) Limousine Rates

1. First Two Hours	(\$135/hour)	\$270
2. Third Hour	(\$130/hour)	\$400
3. Fourth	(\$125/hour)	\$525 (4)
4. Fifth	(\$115/hour)	\$640 (5)
4. Sixth Hours	(flat rate)	\$685
5. Each hour over six hours	(\$100/hour)	
6. Wait time	(\$70/hour)	
7. Split time- based on 4 hours (2 hours + 2 Hours)		\$580

Special Note: Proms, graduations and homecoming: Luxury Limousine Service will provide two kinds of pop to the passengers at no extra charge. On all prom outings we do require a list of all passengers along with their parents or guardians names and their phone numbers in case of an emergency. We do require the divider between the passengers and driver to remain open at all times during the rental period.

Note 1. Rates are subject to a two (2) hour minimum, seven (7) days a week, Monday through Sunday, including all holidays and other special events, excluding weddings, anniversaries and birthdays which require a one (1) hour minimum. Proms, graduations and homecomings require a minimum three (3) hours.

Note 2. The rental time begins when the customer is instructed to be picked up and ends when the customer releases the limousine and driver or is dropped off, the rental concludes.

Note 3. The Split Package refers to service in which the limousine will be used for a portion of the four hours, released from service and then return at a later time (greater than two hours) to resume the remaining service of two (2) hours.

Note 4. Wait Time is defined as the time the driver and vehicle are idle at the direction of the client. This time applies to use of the limousine for three hours or more. Example: Party goes out for dinner and we wait for them while they are eating.

Note 5. Free time.

- (A) Book four (4) hours Sunday through Thursday and receive the fifth (5<sup>th</sup>) hour free. This includes all holidays and special events.
- (B) Book five (5) hours Friday or Saturday and receive the Sixth (6) Hour Flat rate with a \$20 discount or a total price of \$660.00. At this rate, you get the sixth hour for \$20.00.

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Note 6. On proms, graduations and homecomings, rental time of three hours only is the minimum. These events are based on Monday through Sunday.

Note 7. All Limousine rentals do not include gratuity (tip).

Note 8. On all proms, graduations and homecomings, we do ask for a security deposit of \$75.00. This deposit will cover any expense in replacing glassware or repairs to equipment or any other damage inside the limousine. If there is no damage, the entire deposit will be refunded to the client within the following week of the event. If there is damage to the inside of the limo, Luxury Limousine will consult with the client as to the details of the damage and will decide together as to the costs involved to make any repairs, etc.

Note 9. At any time, Luxury Limousine can impose a security deposit of \$75.00 on its SUV if it deems necessary. Because of our investment in our limousine, we want to provide the best to our clients and hope that they will respect the limousine as if it was their very own vehicle.

Note 10. All rentals of the SUV Limousine where the party asks to watch Satellite TV or watch a movie on DVD or the VCR, we do ask for a security deposit of \$60.00. This money will need to be given to our driver at the time of pickup. This can be cash or a check. At that time, the driver will give the party four remote controls that will operate all the functions of the entertainment system in the rear. Following the conclusion of the run when the driver collects all the notes, the client will be given back his/her security deposit on the spot. Note: This is not a fee/charge to use these features in the limousine. This is only to cover any expense in replacing these remote controls only.

Note 11. Holidays and special events are defined as: Valentines Day, St. Patrick's Day, Fourth of July, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve and New Years Day. Special events would include concerts, sporting events, including Super Bowl Day and all Nebraska football game days.

Note 12. When the customer/client rents our SUV limousine for the flat rate of six (6) hours, Luxury Limousine will provide the seventh (7) hour free, Sunday through Thursday. This seventh hour does not apply to Friday or Saturday rentals.

Note 13. Limousine service beyond a 30 mile radius of Syracuse will be assessed a flat empty mileage fuel surcharge of \$60.00. This is for travel time empty from Syracuse to the place of pickup and from the drop-off point back to Syracuse empty. Note: Once the client is picked up, there is unlimited mileage based on the rental time the client has the limousine.

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Description (subject to Notes)

Rate

Weddings, Anniversaries, Birthday

14-Passenger (SUV) Ford Excursion Limousine Rates

1. First Hour	\$195
2. One Hour & Half (1½)	\$255
3. Two Hours	\$295
4. Split Time (1 Hr + 1 hr)	\$380

Special Note: Weddings, Anniversaries and birthday packages include the following: All drivers are in a tuxedo, a red carpet is rolled out at the pick-up, magnetic "Just Married"- "Happy Anniversary"- "Happy Birthday" signs or flags are displayed on the limousine, one disposable camera, inside decorations, ice for the refreshment centers, choice of one of the following: sparkling non-alcoholic champagne two kinds of pop at the party's choice (two bottles of sparkling non-alcoholic champagne or the sparkling champagne for limos that hold more than 15 passengers; crystal champagne glasses and rock glasses are used in all limousines)

Note 1. Rates for the (SUV) limousine are for a One Hour Minimum on the above events. We do waive the Two Hour Minimum on the above events only. Clients may rent the limousine for any of the published rates beyond the two (2) hours. See Standard Rates beyond the Two Hours.

Note 2. The rental time begins when the customer is instructed to be picked up and ends when the customer releases the limousine and driver or is dropped off, the rental concludes.

Note 3. The above rates are effective Monday through Sunday, with a one (1) hour minimum. Note: These rates are effective for Friday and Saturday.

Note 4. The Split-Time Package refers to service in which the limousine will be used for a portion of the two hours, released from service, and to return at a point greater than one hour, to resume the remaining service of one hour.

Note 5. All limousine rentals do not include the gratuity (tip).

Note 6. On all weddings, anniversaries, and birthday packages, a security deposit of seventy five dollars (\$75) is required on all bookings. This deposit will cover any expense in replacing glassware or repairs to equipment or any other damage inside the limousine. If there is no damage, the entire deposit will be refunded to the client within the following week of the event. If there is damage to the inside of the limo, Luxury Limousine will consult with the client as to the details of the damage and will decide together as to the costs involved to make any repairs, etc.

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Note 7. All rentals of the SUV Limousine where the party asks to watch Satellite TV or watch a movie on DVD or the VCR, we do ask for a security deposit of \$60.00. This money will need to be given to our driver at the time of pickup. This can be cash or a check. At that time, the driver will give the party four remote controls that will operate all the functions of the entertainment system in the rear. Following the conclusion of the run when the driver collects all the remotes, the client will be given back his/her security deposit on the spot. Note: This is not a fee/charge to use these features in the limousine. This is only to cover any expense in replacing these remote controls should they become lost or stolen.

Note 8. Limousine service beyond a 30 mile radius of Syracuse will be assessed a Flat Empty Mileage Fuel Surcharge of \$60.00. This is for travel time empty from Syracuse to the place of pickup and from the drop-off point back to Syracuse empty. Note: Once the client is picked up, there is unlimited mileage based on the rental time the client has the limousine.

Note 9. On all books, Luxury Limousine requires half down (1/2) of the total amount including security deposits at the time of the booking. The balance due or second half is due two (2) weeks prior to the event. If the event is cancelled 30 days prior to the date of the rental, we will refund the down payment in full. If it is within the 30 day period of rental, we will keep the first payment or half down and if it is within 48 hours of the event, we will keep the entire amount paid to us. There will be no refund. If payment is made with a credit card, we will keep any payments made to Luxury Limousine if a cancellation is made within the 30 days of the vent. If the cancellation is made within 48 hours of the event and a credit card is on file, Luxury Limousine will charge the balancer due to the credit card on file.

Note 10. Luxury Limousine Service accepts payments in cash, personal/business checks, or credit cards, MasterCard, Visa and Discover cards.

Note 11. Luxury Limousine Service has the right to cancel any bookings during the winter months if the weather is bad due to ice or excessive snow. We will be in contact with the client as soon as possible to discuss the situation. Safety is one number one concern for our passengers and driver.

Note 12. All our limousines are strictly "non-smoking" vehicles. If a client is caught smoking in the limo, the will be warned once. If it happens a second time, the client will be taken immediately to their drop-off point and will not be refunded any money due them including any/all security deposits.

Note 13. If Luxury Limousine Service is unable to perform its services due to circumstances beyond our control, we will refund the

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entire amount that was paid to use within seven (7) days to the client. Luxury Limousine will contact the client who rented the limo to discuss the situation if something does happen.

Note 14. On the SUV Limousine, we want our clients/customers to know that if the escape hatch in the rear of the limo or the VIP section is opened up and anyone stands up through the hatch while the vehicle is moving and are caught by a law enforcement officer, it is an automatic \$500 fine to that individual. There is no slack given here. They are serious on this. Also, if anyone opens the emergency windows on either side of the limo that are marked, Open In Case of an Emergency Only, and it isn't an emergency, there will be a \$500 fee because these windows will have to be replaced by the limousine manufacturer. Once the seal is opened, these windows will not fit in place. So, we ask that you not open these windows that are marked "Only for Emergency."

Note 15. If a client needs to change the time of their booking from what is described on the contract, we ask that this be done within two (23) weeks of the event. As long as we do not have another booking prior to or right after this event, we will do what we can to accommodate the client.

Note 16. Luxury Limousine Service reserves the right to substitute vehicles of equal or greater/larger size without notice.