

**GEORGIA PUBLIC SERVICE COMMISSION  
MOTOR CARRIER'S C.O.D. BOND**

No. \_\_\_\_\_

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

a (person), (firm), (corporation), operating as a motor carrier (under a Certificate of Public Convenience and Necessity under authority of the Georgia Public Service Commission), (as a motor carrier in interstate commerce), having an office and principal place of business at \_\_\_\_\_, as principal, and \_\_\_\_\_, a surety company, authorized to do business in the State of Georgia, as surety, hereby acknowledge ourselves jointly and severally held and firmly bound unto the Chairman of the Georgia Public Service Commission and his successors in office, for the uses, and upon the conditions hereinafter set forth, in the full sum of:

Five Thousand Dollars (\$5,000.00) (the principal having gross annual revenues of \$100,000.00 or more),

Two Thousand Five Hundred Dollars (\$2,500.00) (the principal having gross annual revenues of less than \$100,000.00),

for the payment of which well and truly to be made we bind ourselves, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

This bond shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Noon.

The condition of the foregoing obligation is such that the above named principal, as such motor carrier, has filed with said Commission its intention to handle and carry Collect On Delivery freight and express, and transmit the proceeds thereof to the person, firm or corporation entitled to the monies so collected, under the rules of said Commission passed in pursuance to the Acts of the General Assembly of Georgia, known as the "Motor Carrier Act of 1931," approved March 31, 1931; and the Motor Common Carriers Act of 1931," approved August 27, 1931.

Now, therefore, the conditions of this bond are such that should the said principal and/or surety well and truly pay according to the tenor hereof and the terms of affreightment, from the effective date hereof, all monies so collected to the person, firm or corporation entitled to the same, then this obligation to be void; otherwise of full force and effect.

**THIS OBLIGATION IS FURTHER CONDITIONED:**

(a) Any person entitled to protection hereunder may maintain an action on this bond in his own name and right for the amount due him. Connecting carriers shall be entitled to protection hereunder with the right of action herein given.

(b) All claims for breach of this bond shall be filed with the surety within nine (9) months of the date of shipment, and no action shall be maintained thereon unless brought within three (3) years from the filing of such claim.

(c) This bond shall cover all property delivered to the principal on a C. O. D. contract of affreightment, regardless of the manner or means of delivery.

(d) The original of this bond shall remain on file in the office of the Georgia Public Service Commission, and a certified copy thereof shall be primary evidence of said bond, and shall be admitted in evidence in the Courts of this State without further proof.

(e) This bond shall be a continuing liability in the aggregate sum as herein provided in respect to all claims for monies collected under C.O.D. contracts, and shall not be cancelled by either principal or surety until after thirty days' notice in writing shall have first been given the Georgia Public Service Commission at its offices in Atlanta, Georgia; such notice to run from the date notice is actually received at the offices of the said Commission.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Principal** \_\_\_\_\_ (L.S.)

**Surety** \_\_\_\_\_ (L.S.)