

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

Bond No. _____

STATE OF GEORGIA
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____
_____ a (person), (firm), (corporation), operating as a motor vehicle 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 Dollars (\$2,000.00) (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

By: _____

Surety

By: _____
Attorney-in-Fact