

ORIGINAL: File with California
Public Utilities Commission,
San Francisco, California
DUPLICATE: To be retained by
Principal (trucking company)
TRIPPLICATE: For surety company
QUADRUPPLICATE: For surety company

STATE OF CALIFORNIA
PUBLIC UTILITIES COMMISSION

COLLECT-ON-DELIVERY BOND

(Prescribed by the California Public Utilities
Commission under General Order Series 84)
Public Utilities Code 701

BOND _____ C.P.U.C. FILE _____

1. **Parties:** The parties to this bond are:

Principal: _____
(Name)

(Address)

Surety: _____
(Name)

(Address)

2. **Recitals:**

- a. Principal is a highway carrier, express corporation, freight forwarder, or passenger stage corporation under Public Utilities (PU) Code Sections 3511, 219, 220, or 226.
- b. Surety is a corporation authorized to transact a general surety business in the State of California.

3. **Definition:** "Highway Carrier" means:

- a. Any certificated carrier transporting property for compensation over any public highway in this State under PU Code Sections 1061-1074, and
- b. Any permitted carrier transporting property for compensation over any public highway in this State either under PU Code Sections 3501-3809 or under PU Code Sections 5101-5319, as a household goods carrier.

4. **Transportation Covered:** This bond covers transportation of property by Principal as a highway carrier which carries with it a duty to collect from consignee, on delivery of the property, moneys for consignor's account and to remit them to consignor.

5. **Bond:** Principal and Surety bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, to the State of California in the penal sum of _____ Dollars (\$ _____), to be paid to the State of California and/or consignors of Collect-on-Delivery shipments to assure the faithful remittance of sums collected by Principal.

6. **Undertaking of Principal:** Principal, in transporting property, undertakes to collect from consignees on delivery of property by Principal the sums directed by consignors to be collected, and to remit those sums to consignors when collected, and in no event later than 10 days after delivery to the consignees of the transported property unless Principal is otherwise instructed in writing by consignors.

7. General Order Series 84: General Order Series 84 requires Principal to file a bond before transporting Collect-on-Delivery shipments. The amount of the bond has been determined by the Commission to secure the payment of the claims of consignors.
 8. Conditions: If Principal, during the term of this bond, honestly and faithfully performs its undertakings to collect and remit the sums to consignors then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:
 - a. Any person or persons to whom an amount may be due on any Collect-on-Delivery shipment transported by a carrier, and which amount is not remitted within 10 days after delivery of the shipment, may file a claim with the surety. Upon the filing of the claim, the surety shall notify the California Public Utilities Commission at its office in San Francisco in writing of the filing of the claim and shall further notify the Commission of judgments rendered against, and payments made by, the surety under this bond. Suit against the surety premised upon the claim shall be started within one year after date the shipment was tendered to the carrier.
 - b. Surety's duty under this bond shall not be discharged by any payment or succession of payments on claims unless and until such payment or payments shall amount in the aggregate to the penalty of this bond; provided, however, that the aggregate liability of the surety for all such claims shall, in no event, exceed the amount of the penalty.
 - c. Surety expressly waives its rights under Section 2845 of the California Civil Code.
 - d. Any obligee or obligees may bring suit directly against the surety.
 9. **Term:** This bond, effective from the _____ day of _____, Pacific Standard Time, at the address of Principal, shall be continuous and remain in full force and effect until canceled.
 10. **Cancellation:** Surety may cancel this bond as provided by law and shall forward written notice to the California Public Utilities Commission at its office in San Francisco. The cancellation shall become effective 30 days after the Commission receives the notice.
 11. **Surety's Liability:** Surety shall not be obligated to pay any sums for which Principal becomes liable in connection with a Collect-on-Delivery shipment occurring after this bond is canceled, but such cancellation shall not affect the duty of Surety respecting a Collect-on-Delivery shipment occurring during the time the bond is in effect.
 12. **Premium:** The obligation of this bond is assumed by Surety and is in consideration of a premium paid to Surety in the sum of \$ _____.
- Principal and Surety executed this agreement this _____ day of _____,

AFFIX
CORPORATE SEAL

Principal

By _____

AFFIX
CORPORATE SEAL

Surety

By _____