

NEW SECTION

WAC 480-12-001 Supersession of this chapter. Most intrastate carriers of property for hire have been exempted from state economic regulation by operation of federal law. The commission has established chapter 480-14 WAC to comply with federal law effective January 1, 1995. Only carriers of household goods and common carrier brokers continue to be regulated under this chapter.

REPEALER

The following sections of the Washington Administrative Code are repealed:

- WAC 480-12-075 Permit phraseology defined.
- WAC 480-12-082 Terminal areas defined.
- WAC 480-12-085 Common or contract carrier may not act as private carrier.
- WAC 480-12-090 "Off-route points" defined.
- WAC 480-12-095 "Intermediate points" defined.
- WAC 480-12-105 Primary agricultural carriers.
- WAC 480-12-110 Permit, must abide by--"Tacking"--Extension.
- WAC 480-12-131 Interstate trip permits.
- WAC 480-12-137 Private carriers.
- WAC 480-12-140 Equipment, standby.
- WAC 480-12-155 Equipment--Interchange of.
- WAC 480-12-160 Disabled motor vehicles--Substitution.
- WAC 480-12-181 Pole trailers.
- WAC 480-12-195 Hazardous materials regulations.
- WAC 480-12-196 Transportation of radioactive materials--Driving and parking rules.
- WAC 480-12-205 Passengers--Carrying prohibited--Exceptions.
- WAC 480-12-225 Advertising on equipment.
- WAC 480-12-230 Service, scheduled, discontinuance of.
- WAC 480-12-233 Agreements for pooling of freight.
- WAC 480-12-240 Shipments on hand undelivered.
- WAC 480-12-245 Commissions.
- WAC 480-12-253 Continuing traffic study instituted--Requirements--Penalties.
- WAC 480-12-260 Bills of lading.
- WAC 480-12-305 Billing--Method to be used.
- WAC 480-12-310 Gross shipment weight.
- WAC 480-12-321 Log road classification--Must have.
- WAC 480-12-322 Log shipments--Intrastate rates--Applicability.
- WAC 480-12-380 Common carrier C.O.D. shipments--Bond required--Handling of shipments.
- WAC 480-12-500 Definitions concerning recovered materials.

WAC 480-12-510 Application procedures for transportation of recovered materials.

WAC 480-12-520 Reporting requirements for transportation of recovered materials.

Chapter 480-14 WAC

MOTOR CARRIERS, EXCLUDING HOUSEHOLD GOODS CARRIERS AND COMMON CARRIER BROKERS

NEW SECTION

WAC 480-14-010 Purpose and application. The federal government has preempted state economic regulation of motor carriers effective January 1, 1995, except for carriers of household goods and common carrier brokers. These rules are established to comply with federal law. This chapter supersedes chapter 480-12 WAC for all common and contract carriers previously regulated in that chapter except carriers of household goods and common carrier brokers, who continue to be regulated by that chapter.

NEW SECTION

WAC 480-14-020 Rules, general application of rules--How changed. (1) No rule contained in this chapter can be changed, altered or revised except by general order of the commission pursuant to the Washington state Administrative Procedure Act.

(2) The rules in this chapter are for general application only, and are subject to such changes and modifications as the commission may deem advisable from time to time, and also to such exceptions as may be considered just and reasonable in individual cases.

(3) Application for exception to any of the rules and regulations of the commission shall be made in accordance with the following instructions:

(a) Application should be directed to the commission at its Olympia headquarters office. The application should be typewritten on 8-1/2 x 11 inch paper, on one side of the sheet only.

(b) The applicant must identify the rule from which exemption is sought and give a full explanation as to the reason(s) the exception is desired.

NEW SECTION

WAC 480-14-040 Definitions. As used in this chapter, the following definitions shall apply:

(1) The term "motor carrier" means "common carrier," "private carrier" and "exempt carrier," as herein defined.

(2) The term "common carrier" means any person who undertakes to transport property, including general commodities, materials transported by armored car service, and/or hazardous materials, for the general public by motor vehicle for compensation, including motor vehicle operations of other carriers by rail or water and of express or forwarding companies. For the purposes of chapter 480-12 WAC, the term "common carrier" also includes persons engaged in the business of transporting household goods as common carriers or of providing, contracting for, or undertaking to provide transportation of property for compensation over the public highways of the state of Washington as brokers or forwarders.

(3) The term "private carrier" means a person who, in its own vehicle, transports only property owned or being bought or sold by it in good faith and only when such transportation is purely an incidental adjunct to some established private business owned or operated by it in good faith.

(4) The term "exempt carrier" means any person operating a vehicle exempted from certain provisions of the act under RCW 81.80.040.

(5) The terms "registered carrier" and "registered exempt carrier" have the meanings set out in WAC 480-14-290.

(6) The term "carrier of hazardous materials" means any person who transports radioactive materials, hazardous waste, hazardous materials and hazardous substances as defined in Title 49 Code of Federal Regulations.

(7) The term "carrier of general commodities" means any person transporting the property of others for compensation, except persons performing the service of transporting household goods as defined in WAC 480-12-990.

(8) The term "armored car service" means carriers transporting property of very high value (gold, silver, currency, valuable securities, jewels and other property of very high value) using specially constructed armored trucks and providing policy protection to safeguard freight while it is being transported and delivered. It also means carriers which operate ordinary equipment in the carriage of high value commodities when guards are necessary to accompany the shipment.

NEW SECTION

WAC 480-14-050 Reference to other chapters. (1) Procedure. Except as otherwise provided in this chapter, the commission's rules relating to procedure, chapter 480-09 WAC, shall govern the administrative practice and procedure in and before the commission in proceedings involving motor freight carriers.

(2) Communications. Except as provided in chapter 480-04 WAC, all written communications and documents should be addressed to the

secretary, Washington utilities and transportation commission, at the headquarters office of the commission at Olympia, Washington, and not to individual members of the commission staff.

(a) Except as provided in chapter 480-04 WAC, all communications and documents are deemed to be officially received only when delivered at the office of the secretary.

(b) In addressing communications to the commission each permit holder must use the name shown upon its permit and indicate permit number.

(c) Except as provided in WAC 480-09-120 and 480-14-420, receipt in the commission's telefacsimile machine does not constitute filing with the commission.

(3) Documents--When filed. Except as provided in chapter 480-04 WAC, all petitions, complaints, applications for common carrier permits or extensions, or any other matter required to be served upon or filed with the Washington utilities and transportation commission shall be served or filed upon the commission at its headquarters office as shown in WAC 480-04-030, upon the secretary of the commission. Except as provided in chapter 480-04 WAC, any petition, complaint, application, or other matter required to be served upon or filed with the commission shall not be considered served or filed until it is received at the headquarters office of the commission at Olympia, Washington.

NEW SECTION

WAC 480-14-060 Adoption by reference defined. Where referred to in this chapter, the following definitions shall apply:

(1) "North American Uniform Out-of-Service Criteria" published by Commercial Vehicle Safety Alliance (CVSA) refers to the version in effect on May 1, 1995.

(2) "Title 49 Code of Federal Regulations," cited as 49 CFR, includes the regulations and all appendices and amendments in effect on April 1, 1995.

(3) The documents are available for public inspection at the commission branch of the Washington state library, located with the headquarters office of the commission. A copy of either document may be obtained upon request from the commission secretary, subject to any pertinent charge. The Code of Federal Regulations is also available from the Government Printing Office, Seattle office.

NEW SECTION

WAC 480-14-070 Federal regulations, 49 CFR, Part 390-- Adoption by reference. (1) The provisions of Title 49, Code of Federal Regulations, Part 390, are adopted and prescribed by the commission, except carriers operating exclusively in intrastate commerce shall not be subject to the provisions of paragraph (c) of

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section 390.3, section 390.21, and for the purposes of application of federal regulations on intrastate commerce.

(2) With respect to section 390.5, the definitions shown for "exempt intracity zone," "farm to market agricultural transportation," "farm vehicle driver," "farmer," "private motor carrier of passengers," "private motor carrier of property," "school bus," and "school bus operation" shall not apply.

(3) Whenever the designation "commercial motor vehicle" is used, it shall mean a motor carrier as defined in RCW 81.80.010.

(4) "Exempt motor carrier," "motor carrier," "motor vehicle," and "private carrier" shall have the meanings subjoined to them by RCW 81.80.010.

(5) Whenever the designation "director" is used it shall mean the Washington utilities and transportation commission.

#### NEW SECTION

WAC 480-14-080 Rule book fee--Updates--Notification of pending and adopted rule changes--Compliance with rules. (1) The commission will publish and distribute a document containing the rules relating to motor freight transportation.

(a) The commission will give applicants for permit authority one copy of the rule book at no charge at the time the application is filed with the commission.

(b) The commission may charge a reasonable photocopy fee for multiple copies of the rule book requested by one person or entity.

(c) Interested persons may obtain a copy of the rule book by contacting the commission's Olympia offices.

(2) Rule books are not copyrighted materials and may be copied without commission approval or permission.

(3) The commission will send one annual update, containing rules becoming effective during the prior year, to each common carrier without charge. Persons desiring to keep their rulebooks current and up-to-date are encouraged to subscribe to the rule notification service noted below.

(4) Carriers must comply with all rules when they become effective, and rules become effective at various times throughout the year.

(a) The commission will notify carrier associations of potential and approved rule amendments, adoptions, and repealers.

(b) The commission will also notify each person who requests to be on its rule notification list for the topics desired.

(c) Proposed and adopted rules are also published in the *Washington State Register*, available at libraries throughout the state or by subscription from the Washington state code reviser, Olympia.

(d) The commission welcomes comments on proposed rules.

NEW SECTION

WAC 480-14-090 Permits. (1) Location of original copy. Permits must be kept at the main office of the carrier.

(2) Copies required on power units. Permit holders must carry a copy of operating authority issued by the Washington utilities and transportation commission on each power unit operated in intrastate operations.

NEW SECTION

WAC 480-14-100 Operations must be under permit name. Every common carrier shall conduct its operations under the name, corporate, trade, or assumed, that is described in its permit, and no carrier shall perform any carrier service, or hold itself out to perform such service, by advertisement or otherwise in any name other than that in which its permit is issued.

NEW SECTION

WAC 480-14-110 Improper use of permit or registration receipt. The use of a permit or registration receipt by any person or firm other than the carrier to whom it was issued is unlawful.

NEW SECTION

WAC 480-14-120 Address, change of. A carrier must immediately report to the commission in writing any change in the address of its principal place of business.

NEW SECTION

WAC 480-14-130 Remittances. (1) Remittances to the commission may be made by money order, bank draft, check, or certified check payable to the Washington utilities and transportation commission.

(2) Remittances in currency or coin are wholly at the risk of the remitter. The commission assumes no responsibility for loss of currency or coin sent by mail.

(3) All remittances must be made in U.S. funds.

NEW SECTION

WAC 480-14-140 Fees. Fees for applications shall be as follows:

Type of Application	Fee Applicable
Conversion of permits existing prior to January 1, 1995, to new permits .....	\$0
Change of name or business structure .....	\$50
Permanent common carrier operating authority	
Hazardous materials .....	\$275
General commodities .....	\$275
Armored car service .....	\$275
Extension of common carrier permit authority	
Hazardous materials .....	\$100
General commodities .....	\$100
Armored car service .....	\$100
Reinstatement of authority (within 10 months of cancellation)	
Hazardous materials .....	\$100
General commodities .....	\$100
Armored car service .....	\$100

NEW SECTION

WAC 480-14-150 Regulatory fee. (1) Every common motor carrier operating in intrastate commerce shall, if requested by the commission, on or before the first day of May of each year, file with the commission with its periodic special report as defined in WAC 480-14-170, on a form provided by the commission, a statement on oath showing its gross operating revenue from intrastate operations during the prior calendar year.

(2) Each carrier shall submit with its statement of gross operating revenue the carrier's regulatory fee, calculated as 0.0025 times the stated gross operating revenue, unless that rate is reduced or waived by commission order.

NEW SECTION

WAC 480-14-160 Procedures for contest of fees. A person may contest any fee imposed by the authority of chapter 81.80 RCW under RCW 81.80.115 by the procedure set out in this section.

Any person on whom a fee is imposed by the authority of chapter 81.80 RCW shall pay the fee. The payor may petition for a refund of the fee paid, in writing, filed no later than six months after the fee is first due and payable.

The petition shall state the name of the payor/petitioner; the date and the amount paid, including a copy of any receipt, if



available; the nature of the fee paid; the amount of the fee that is contested; the statute under which the fee is imposed, if known to the petitioner; and any reasons why the commission may not impose the fee.

The commission may grant the petition administratively or may set the petition for adjudication or for brief adjudication.

#### NEW SECTION

WAC 480-14-170 Periodic reporting requirements. The commission may require, on an annual basis, a special report from each common carrier who operated within the state during the prior calendar year. If requested by the commission, the report shall be due on or before the first day of May of each year, to cover the operations of the prior calendar year.

#### NEW SECTION

WAC 480-14-180 Applications. (1) Intrastate authority. No person shall conduct operations as a motor freight carrier in Washington intrastate commerce without having first obtained a permit from the commission to do so.

(a) Applications to acquire permanent common carrier authority, extension of permanent common carrier authority, or change of carrier name or business structure shall be made on forms furnished by the commission and shall contain all the information, documents, and exhibits called for in the form or the form's instructions. The commission may refuse to accept any application until all required information is supplied.

(b) No application will be accepted for filing unless it is accompanied by the required fee as shown in WAC 480-14-140.

(c) The commission's acceptance of an application for filing does not indicate the commission's approval, nor is the commission precluded from finding that the information presented in the application is insufficient.

(2) Interstate authority. Each carrier operating in interstate commerce on the public roads of the state of Washington shall apply to register its insurance with the commission pursuant to WAC 480-14-250. Every such application shall be granted if it contains all necessary information and documentation, if the information provided is true and correct, and if the required fee is paid.

(3) All exhibits or papers submitted with an application must be legibly written or typed on one side only of 8 1/2 by 11 inch paper.

(4) Applications for permits and for registration shall require that the applicant certify the truth of all information submitted with the application, under penalties of perjury. False, misleading, or incomplete information may subject the applicant to

prosecution, to civil penalties, or to revocation or suspension of authority.

NEW SECTION

WAC 480-14-190 Permanent common carrier permits. (1) For the purposes of this rule, applications for authority shall include applications for original or extended common carrier authority for general commodities (excluding household goods), materials transported by armored car, and/or hazardous materials.

(2) A common carrier permit shall be issued to any applicant satisfying the following requirements:

(a) Filing an application satisfying the requirements of WAC 480-14-180.

(b) Filing, or causing to be filed, insurance in accordance with the requirements of WAC 480-14-250.

(c) Passing a safety fitness review of the applicant's knowledge and ability to conform with the motor carrier safety and/or hazardous materials regulations. The safety fitness review may be waived if the applicant can furnish a copy of a U.S. Department of Transportation "satisfactory" safety rating issued within twenty-four months before the date of the application. The commission may require an on-site safety compliance review to satisfy the safety fitness review requirements prior to issuing any permit.

(3) An application may be dismissed for failure to complete needed steps and it may be dismissed, denied, or granted in part based upon the satisfactory compliance with this chapter. The applicant may request a review of dismissal or full or partial denial through a brief adjudicative proceeding, pursuant to WAC 480-09-500.

NEW SECTION

WAC 480-14-200 Armored car service. Motor carriers defined as providing "armored car service" under WAC 480-14-040(8), when transporting cash or coin with a value exceeding one hundred thousand dollars, are subject to the following provisions:

(1) The vehicle must be accompanied by at least two armed security guards qualified under chapter 18.170 RCW and chapter 308-18 WAC.

(2) When the vehicle is located in an unsecured area, one guard must remain within the area.

(3) Those portions of the vehicle surrounding the cargo and personnel must have a UL 752 Testing Certification to Level 1 Medium Powered Small Arms (MPSA); except that, any vehicle owned by an armored car service and operated as an armored car prior to the effective date of this rule, is exempt from this regulation.

NEW SECTION

WAC 480-14-210 Change of carrier name and business structure.

(1) For the purposes of this rule, applications to change carrier name or business structure means the following:

(a) Change of the carrier's registered name, with no change in ownership or business structure.

(b) Change of business structure from individual to corporation to incorporate an individual's business, when the individual is the majority stockholder, or by an individual to a partnership, when the individual is the majority partner, or from a corporation to a proprietorship of the majority shareholder, or by a partnership to a proprietorship of the majority partner.

(c) Change of name resulting from a change in business structure from a partnership to a corporation established to incorporate the partnership business, when the partners are the majority stockholders in the same proportionate ownership.

(d) Change of name resulting from a change in business structure from a corporation to another corporation where both corporations are wholly owned by the same stockholders in the same proportions.

(2) A new permanent common carrier application is required, rather than a change of name, when the resulting business entity does more or less than assume all of the existing business. If the transaction involves the sale or acquisition of assets other than the property of the acquired or substituted business, or the conduct of different activities, a new permit must be applied for.

NEW SECTION

WAC 480-14-220 Permits, cancelled--New application. When a permit is cancelled by the commission either for cause, or on request of the carrier, the carrier may secure a new permit by correcting the cause of cancellation, satisfying any outstanding fees or filings, and submitting the appropriate application with the pertinent application fee within ten months after date of cancellation.

If not filed within ten months, the application will be considered in all respects as a new application and must be accompanied by full fees and subject to all provisions of WAC 480-14-180.

NEW SECTION

WAC 480-14-230 Operation of equipment by a cancelled or suspended carrier; voluntary cancellation; involuntary suspension and cancellation. (1) The operation of its equipment in any manner by a carrier whose permit has been cancelled or suspended is

unlawful. Carrier permits may be suspended or cancelled by the commission under the following circumstances.

(2) Voluntary cancellation. A carrier may request that its permit be cancelled. Cancellation will be effective upon entry of an order of voluntary cancellation by the commission secretary. The commission will reinstate any permit that has been voluntarily cancelled by order of the secretary upon application of the carrier and payment of the required fee within ten months after the order of cancellation, provided the permit holder meets current entry requirements.

(3) Policy regarding compliance activities; penalties; remediation; involuntary suspension or cancellation. It is the policy of the commission that the purpose for the regulations implemented in this chapter is to secure compliance with laws and rules protecting the public health and safety, and that the commission shall direct its efforts toward education to the end that voluntary compliance is achieved.

(a) Penalties are intended as a tool of enforcement and remediation and may be assessed upon violations in the manner the commission believes will best assure future compliance by the responding carrier and other carriers.

(b) Involuntary suspension and cancellation are intended for circumstances in which the commission believes education and penalties have not been or will not be effective to secure compliance and for serious actions such as fraud, misrepresentation, and willful violation of legal requirements.

(4) Involuntary suspension.

(a) The commission may suspend a carrier permit for cause. Cause includes, but is not limited to, the following circumstances:

(i) The carrier has failed to maintain evidence that it has the required level of insurance in effect for its operations.

(ii) The carrier fails or refuses to participate in compliance education or conferences, or fails or refuses to comply with rules or other requirements protecting the public health or safety following commission staff instructions regarding compliance.

(iii) The carrier commits or allows to exist an infraction of rule or law that poses an immediate danger to the public health or safety, when putting one or more vehicles out of service will not protect the public health or safety.

(b) The commission will provide to the carrier such notice as is feasible of a commission action suspending a permit, weighing the potential threat to the public health, safety or welfare and the effect of the suspension on the carrier.

(i) The commission will make a good faith effort to notify a carrier that its evidence of insurance is likely to become invalid, but will suspend any carrier who fails to maintain evidence of current insurance on file with the commission, whether or not it is able to provide advance notice.

(ii) The commission may suspend a carrier permit, effective with the service of notice, when it believes that the carrier's continued operations pose an imminent danger to the public health, safety or welfare.

(c) The commission may suspend a permit without prior hearing when the action is needed to protect the public health, safety or welfare and there is insufficient time for a suspension hearing. A carrier whose permit is suspended may secure reinstatement of the permit by correcting conditions leading to suspension. A carrier

may contest suspension by requesting a brief adjudication or an adjudication.

(5) Cancellation for cause. The commission may cancel a permit for cause. Cause includes, but is not limited to, the following circumstances:

(a) Failure to pay the required regulatory fee or fees.

(b) Failure to demonstrate that the carrier has corrected the conditions leading to suspension within the time defined in the order of suspension.

(c) Committing or allowing to exist violations of pertinent requirements of law or rule affecting the public health or safety when the commission has reason to believe that the carrier would not comply following a period of suspension.

(d) Repeated failure or refusal of the carrier to comply with regulatory requirements or to provide information, or the submission of false, misleading, or inaccurate information of a sort that is necessary to the commission for performance of its functions.

(6) Cancellation hearing prior to. The commission will hold a hearing prior to canceling a carrier's authority, pursuant to RCW 81.80.280, except when cancellation results from failure to correct causes of a suspension in which an adjudication or brief adjudication was held or was available to the carrier. A carrier whose permit is cancelled may apply for reinstatement under WAC 480-14-220, or may apply for a new permit under WAC 480-14-180, if the causes of cancellation are corrected.

NEW SECTION

WAC 480-14-240 Inactive status of permits during military service. (1) When the holder of a common carrier permit is called into or enters the military service of the United States and must cease operation over the public highways, the commission will upon application place that carrier's permit in an inactive file for the period of military service.

(2) The carrier shall file with the commission a written, informal application which lists:

(a) The applicant's name and permit number;

(b) The branch of military service the applicant is to enter;

(c) The date upon which the applicant requests the inactive status to begin;

(d) A statement that the applicant will not permit its equipment to be operated under inactive status.

(3) Application for reinstatement of a permit placed on inactive status during military service shall be made within six months after such military service has terminated. The commission shall, at no charge, grant reinstatement upon a showing of compliance with the requirements of the law governing operation over the public highways.

NEW SECTION

WAC 480-14-250 Insurance requirements; cause for suspension or cancellation. (1) Requirements. Each applicant for common carrier authority, and each common carrier, shall file with the commission evidence of currently effective liability and property damage insurance written by a company authorized to write such insurance in the state of Washington, covering each motor vehicle as defined in RCW 81.80.010 used or to be used under the permit granted.

(a) For vehicles with gross vehicle weight ratings of ten thousand pounds or more, filings shall be for the amount shown on the following table:

Category of Carrier Operation	Filing Required
1. Property (nonhazardous) .....	\$750,000
2. Hazardous substances, as defined in 49 CFR 171.8 transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquified compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455 .....	\$5,000,000
3. Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in 2. above or in 4. below .....	\$1,000,000
4. Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455 .....	\$5,000,000

(b) For vehicles with gross vehicle weight ratings less than ten thousand pounds, filings shall be for the amounts shown on the following table:

Category of Carrier Operation	Filing Required
1. Property (nonhazardous) .....	\$300,000
2. Property (hazardous); any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455 .....	\$5,000,000

(c) For taxicabs whose only operation subject to commission jurisdiction is the operation of small parcel general freight service under a permit issued pursuant to chapter 81.80 RCW shall comply with the provisions of RCW 46.72.040 and 46.72.050 in lieu of the above. Such carriers must comply with the reporting requirements of this section.

(d) Carriers registering under WAC 480-14-300 as registered interstate carriers may provide evidence of insurance in the amount prescribed by the Interstate Commerce Commission or its successor agency written by a company authorized to write insurance in any state.

(e) Failure to file and keep such insurance in full force and effect shall be cause for dismissal of an application or cancellation of a permit.

(f) Evidence of insurance shall be submitted either on a uniform motor carrier bodily injury and property damage liability certificate of insurance, filed in triplicate with the commission, or a written binder issued by an insurance agent or insurance company evidencing the coverages as required above. If a binder is submitted, it shall be effective for not longer than sixty days, during which time the carrier must file the required evidence of insurance.

(2) Insurance, continuation of. Proper evidence of continued insurance shall be filed with the commission not less than ten days prior to termination date of insurance then on file in order that there shall be no question of continuous coverage as required by law.

(3) Insurance endorsement. All liability and property damage insurance policies issued to motor freight carriers shall carry a "uniform motor carrier bodily injury and property damage liability endorsement."

(4) Insurance termination. All insurance policies issued under the requirements of chapter 81.80 RCW shall provide that the same shall continue in full force and effect unless and until canceled by at least thirty days' written notice served on the insured and the Washington utilities and transportation commission by the insurance company, with the thirty days' notice to commence to run from the date notice is actually received by the commission, except for binders which may be cancelled on ten days' written notice.

Notice of cancellation or expiration shall be submitted in duplicate on forms prescribed by the commission and shall not be submitted more than sixty days before the desired termination date, except binders which may be cancelled by written notification from the insurance agency or the insurance company on ten days' written notice.

No common carrier may operate upon the public highways of this state without insurance as required in this section. The permit of any common carrier who fails to maintain evidence on file that its insurance is in current force and effect as required herein shall be suspended by operation of law beginning with the time of the failure, until the permit is canceled or the cause of the suspension is cured and the permit is reinstated. The commission will make a good faith effort to notify carriers of impending suspension for failure to maintain evidence of insurance and will make a good faith effort to enter a timely order of suspension, but failure to do so shall not invalidate the suspension.

NEW SECTION

WAC 480-14-260 Leasing. Common carriers may perform transportation in or with equipment which they do not own only in accordance with this leasing rule.

(1) Lease requirements. The lease shall:

(a) Be made between the common carrier and the owner of the equipment;

(b) Be in writing and signed by the parties;

(c) Specify the time and date on which the lease begins and ends;

(d) Provide for the exclusive possession, control and use of the equipment and for the complete assumption of responsibility by the lessee while under the dispatch of the lessee or for the duration of said lease;

(e) Control of permit operations using the leased equipment must clearly reside with the lessee, and the manner in which the responsibility for expenses is allocated must clearly show such control. However, under any lease arrangement, the lessee shall assume full responsibility for compliance with all applicable safety rules and regulations pertaining to the operation of leased vehicles subject to this rule, and shall provide insurance as specified in WAC 480-14-250;

(f) Specify the compensation to be paid by the lessee to the lessor.

(2) Identification. The common carrier using equipment under this rule shall identify the equipment as being operated by the lessee during the period of the lease in accordance with the requirements of WAC 480-14-340.

(3) Rental of equipment with drivers. Common carriers shall not rent equipment with drivers to private carriers or shippers except pursuant to their common carrier authority.

NEW SECTION

WAC 480-14-290 Interstate operations; requirements; definitions. It shall be unlawful for any carrier to perform any interstate transportation service for compensation upon the public roads of this state without first having secured appropriate authority from the Interstate Commerce Commission or its successor agency, if that authority is required, and without possessing valid insurance and valid evidence that it has registered as specified in these rules.

(1) Registered carriers. Carriers operating in interstate or foreign commerce under authority issued by the Interstate Commerce Commission or its successor agency are "registered carriers."

(2) Registered exempt carriers. Carriers operating in interstate or foreign commerce under the exemptions of the Federal Motor Carrier Act without interstate authority issued by the Interstate Commerce Commission or its successor agency are "registered exempt carriers."

(3) Compliance required. Registered and registered exempt carriers in the conduct of interstate operations must comply with the laws and rules that apply to that activity and to equipment in which it is conducted. Interstate carriers conducting Washington intrastate operations must, as to the intrastate activity, comply with the laws and rules applicable to the activity and to equipment in which it is conducted.



NEW SECTION

WAC 480-14-300 Registered carriers. (1) It shall be unlawful for a carrier operating under authority issued by the Interstate Commerce Commission or its successor agency to operate a vehicle in interstate commerce on the public roads of this state without having first secured valid insurance as required by the Interstate Commerce Commission or its successor agency, registered with a base state as required in 49 CFR Part 1023, paid the required Washington state registration fee for that vehicle, and without having in the vehicle a legible receipt showing base state registration. The receipt shall be subject to inspection at all times by the law enforcement agents and the commission's representatives.

(2) The registration fee for registered carriers in Washington state is ten dollars for each vehicle operated within the state.

(3) Washington-based carriers. Washington is a participant in the base state insurance registration program established in 49 USC § 11506 and 49 CFR Part 1023. Any carrier whose base state as defined in federal regulation is Washington state shall register for interstate operations as follows:

(a) Between August 1 and November 30 of each year, each such Washington-based interstate carrier shall apply to the commission to register for the following year.

(b) The registering carrier shall state the number of vehicles to be operated in each participating state, provide other required information, and submit the registration fee established by that state for each such vehicle.

(c) The commission within thirty days will provide to the carrier a receipt or receipts showing, at a minimum, the carrier's name and address, its Interstate Commerce Commission or successor agency permit number, and the names of the states for which it has registered.

(d) The carrier shall place a receipt or an authorized copy in each vehicle for which it has paid the required fee.

(e) Any Washington-based carrier that begins interstate operations in a state for which it has not registered may register for that state at any time, stating the number of vehicles to be operated in each state and submitting the required information and registration fee for each vehicle. The commission will provide a new receipt, if the carrier has not previously registered, or supplemental receipt, if it has registered, showing the states for which the carrier has registered.

(4) No carrier may operate a vehicle in Washington state that is not registered as specified in this rule unless it is registered for interstate exempt traffic under WAC 480-14-320.

NEW SECTION

WAC 480-14-320 Registered exempt carriers. (1) No carrier may operate any vehicle or combination of vehicles upon the public roads of this state in interstate commerce under the exemptions of the Federal Motor Carrier Act or its successor without first registering with the commission and having available within the cab

of the motive power vehicle a valid receipt showing that the carrier has provided Washington state with proof of insurance and paid the per-vehicle fee established by order of the commission. The receipt shall be subject to inspection by law enforcement agents and the commission's representatives at all times.

(2) Each carrier conducting interstate exempt operations in interstate commerce within the state may apply to register its insurance between August 1 and November 30 of each year, or at any time thereafter when it begins interstate exempt operations within the state or when it identifies additional vehicles as operating in the state. Each application shall be on forms furnished by the commission and accompanied by the required fee.

(3) All receipts issued for a calendar year expire December 31 of that year. A receipt may be issued for the ensuing calendar year on or after the first day of the preceding August.

(4) All delinquent fees or penalties which are due and payable by the carrier to the commission must be paid at the time an application is made. The commission may refuse to issue a receipt until all such fees are paid.

NEW SECTION

WAC 480-14-340 Equipment--Identification. (1) All motor vehicles, except those defined as exempt under RCW 81.80.040 and those operated by private carriers that singly or in combination are less than thirty-six thousand pounds gross vehicle weight, shall display a permanent marking identifying the carrier's name or number, or both, on each side of each power unit in the manner specified in this rule.

(2) Common carriers, private carriers, or leased carriers adding, modifying, or renewing identification markings after the effective date of this rule must display on the driver and passenger doors of power units identification markings as specified below. The markings must be clearly legible, with letters no less than three inches high, in a color that contrasts with the surrounding body panel. Leased vehicles may display either permanent markings or placards on the driver and passenger doors of the power unit.

(a) Motor vehicles operated by or under lease to a common carrier must display the name of the permittee as registered with the commission and the permit number. Provided however, common carriers holding both intrastate and interstate authority may display either the Interstate Commerce Commission or its successor agency certificate number, commission permit number, or both.

(b) Motor vehicles operated by or under lease to a private carrier must display the name and address of either the business operating the vehicle or the registered owner.

NEW SECTION

WAC 480-14-350 Equipment, lawful operation of. (1) Every "motor carrier" shall comply with the motor vehicle laws of the state relative to the operation of, inspection of and maintenance of all equipment operated.

(2) Failure of any permit holder to obey and comply with all motor vehicle safety laws of the state shall be grounds for cancellation of permit.

NEW SECTION

WAC 480-14-360 Equipment--Inspection--Orderedout-of-service for repairs. (1) All motor vehicles operated under chapter 81.80 RCW shall be maintained in a safe and sanitary condition. They shall at all times be subject to inspection by the commission and its duly authorized representatives who shall have power to order out of service any vehicle meeting the out-of-service criteria standards contained in the *North American Uniform Out-of-Service Criteria*, or which is not being operated in compliance with state laws in regard to equipment or method.

(2) Equipment standards. The purpose of this section is to identify critical vehicle inspection items and provide criteria for placing a vehicle(s) in an out-of-service category subsequent to a safety inspection. The criteria for out-of-service condition are those defined in the *North American Uniform Out-of-Service Criteria*. Copies of this document may be viewed at the commission branch of the Washington state library, located with the commission headquarters office, and are available from the commission upon request.

(3) Out-of-service condition. When any vehicle(s) is in out-of-service condition, no motor carrier shall require nor shall any person operate such motor vehicle declared and marked "out-of-service" until all required repairs have been satisfactorily completed.

NEW SECTION

WAC 480-14-370 Equipment--Drivers--Safety. In addition to other laws and regulations of this state, all motor vehicles operating under chapter 81.80 RCW shall comply with the following:

(1) Adoption of United States Department of Transportation motor carrier safety regulations. The rules and regulations governing motor carrier safety prescribed by the United States Department of Transportation in Title 49, Code of Federal Regulations, part 392; part 393; part 396; part 397; as well as and including all appendices and amendments thereto are adopted and prescribed by the commission to be observed by all common, private, registered, and registered exempt carriers operating under chapter

81.80 RCW. Exceptions: Carriers operating exclusively in intrastate commerce are not subject to provisions of 49 CFR, part 392.2 and with respect to 49 CFR, part 396.11, no driver vehicle inspection report need be filed if no defects are found.

(2) Whenever the designations "director, office of motor carrier safety," "director, regional motor carrier safety office," "regional highway administrator," and "federal highway administration" are used in the respective parts of Title 49, Code of Federal Regulations, as described in subsection (1) of this section, such designations for the purpose of this rule shall mean the "Washington utilities and transportation commission."

(3) Safety chains or other load fastening devices. Any motor truck, truck tractor, trailer, semi-trailer, or any combination thereof, transporting logs upon a public highway where binder devices are required, shall have the load thereon securely fastened and protected as follows:

(a) Placement and number of wrappers required on log trucks using stakes.

(i) In the hauling of one log loads, one wrapper chain or cable shall be required and it shall be secured to the rear bunk and the log shall be properly blocked or secured in a manner which will prevent it from rolling or shifting. An additional wrapper, secured to the front bunk, is optional.

(ii) In the hauling of two log loads, not less than two wrapper chains or cables shall be used to secure the load. The logs shall be properly blocked to prevent them from rolling or shifting.

(iii) On loads consisting of three or four logs not over forty-four feet in length, the load shall be secured by not less than two properly spaced wrapper chains or cables. Ends of short logs not secured by such wrappers shall be secured with extra wrappers. If any log is over forty-four feet in length, the load shall be secured by not less than three properly spaced wrappers.

(iv) Loads consisting of five or more logs, when the logs are all seventeen feet or less in length, shall be secured by not less than two properly spaced wrappers. Loads consisting of five or more logs, when any log is over seventeen feet in length, shall be secured by not less than three properly spaced wrappers.

(b) Placement and number of wrappers required on log trucks using chock blocks.

(i) In the hauling of one log load, one wrapper chain or cable shall be required and secured to the rear bunk and the log shall be properly blocked in a manner to prevent it from rolling or shifting.

(ii) One additional wrapper chain or cable shall be required on log trucks using chock blocks over and above the requirements in (a)(iii) and (iv) of this subsection.

(c) Placement and number of wrappers required on crosswise loaded trucks, trailers, etc. In the case of short logs loaded crosswise, the following method of securing the load shall be used if the truck trailer is not provided with solid ends of a height sufficient to prevent any log in the load from rolling off: Not less than two chock blocks shall be used at each open end of the vehicle and the load shall be held with at least two wrapper chains or cables. The wrappers shall be firmly attached to the end of the truck or trailer. Rigid standards or stakes may be used in lieu of chock blocks but each such standard or stake shall be either

rigidly connected to the bed of the truck or trailer or shall be placed in a tight fitting socket at least twelve inches in depth. Other means furnishing equivalent security may be acceptable.

(d) Wrapper placement. When two wrappers are required, they shall be applied within six feet of the front and rear bunks. When more than two wrappers are required, the front and back binder shall be applied within six feet of the front and rear bunks.

(e) Short logs. To properly secure short logs, binders shall be placed near the end, not less than twelve inches from the end of the log.

(f) Log on top or in outside saddle. No log loaded on top or in outside saddles of a load shall be transported unless secured by not less than two wrapper chains or cables, one of which shall be placed near each end of such log.

(g) Fasten in place. All wrappers and binders shall be fastened in place prior to tightening to prevent the displacement of logs on the top of the load.

(h) Surround load. All wrapper chains or cables, except in the case of one log loads, shall entirely surround the load. This does not apply to gut-wrappers.

(i) Gut-wrappers. Gut-wrappers, when used, shall be adjusted so as to be tightened by, but not carry the weight of the logs above them.

(j) Wrappers and binders to be placed before leaving immediate loading area. Wrappers and binders shall be placed and tightened around the completed load before the truck leaves the immediate loading area.

(k) Construction of wrappers and binders. Wrapper chains or cables, binders, fasteners, or attachments thereof, used for any purpose as required by these standards, shall have a minimum breaking strength of not less than fifteen thousand pounds and shall be rigged so that it can be safely released.

(l) Bundle straps or banding. For the purposes of this standard, applied bundle straps or banding are not acceptable as wrappers and binders.

(m) Loose ends secured. All loose ends of wrapper chains or cables shall be securely fastened so as to prevent their swinging free in a manner that will create a hazard.

(n) Trucks in sorting yards. Trucks and trailers used around sorting yards, etc., which travel at slow speeds, will not be required to use wrappers providing all logs are contained by and lie below the height of the stakes and there are no persons on the ground exposed to such traffic.

(o) Binder hook design. Binders for securing wrappers on logging trucks shall be fitted with hooks of proper size and design for the wrapper chain being used.

(p) Defective wrappers. Wrappers shall be removed from service when any of the following conditions exist:

- (i) Excessively worn links on chains;
- (ii) Deformed or stretched chain links;
- (iii) Cracked chain links;
- (iv) Frayed, stranded, knotted, or otherwise defective wire rope.

(q) Binder extensions. Pipe extension handles (swedes) for tightening or securing binders shall be limited to not longer than thirty-six inches. Care shall be taken that a sufficient amount of the pipe extends over the binder handle.

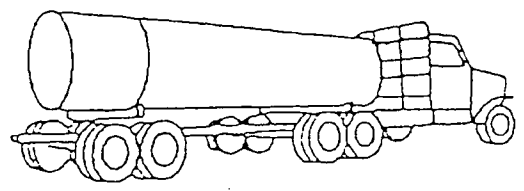
(r) Defective binders. Defective binders shall be immediately removed from service.

Note: See the following Diagrams for illustrations of placement and number of load fastening devices.

PLACEMENT AND NUMBER OF WRAPPERS

One log load

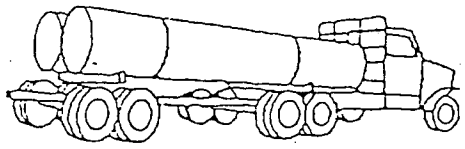
(WAC 480-14-370, Illus. 1)



One wrapper required which shall be secured to the rear bunk. Log shall be blocked or secured in a manner to prevent it from rolling or shifting. A second wrapper secured to the front bunk is optional.

Two log load

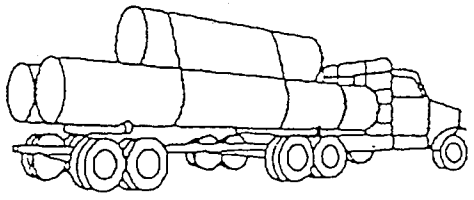
(WAC 480-14-370, Illus. 2)



A minimum of two wrappers required. Logs shall be blocked to prevent them from rolling or shifting.

Three or four log load forty-four feet or less

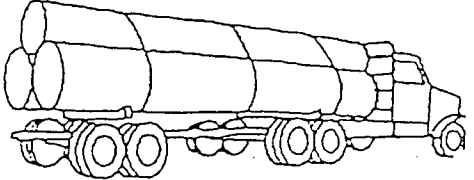
(WAC 480-14-370, Illus. 3)



A minimum of two wrappers required.

Three or four log loads more than forty-four feet

(WAC 480-14-370, Illus. 4)

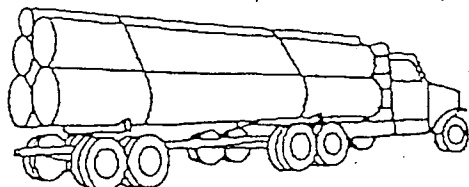


A minimum of three wrappers required.

Five or six log load all logs seventeen feet or less

(WAC 480-14-370, Illus. 5)

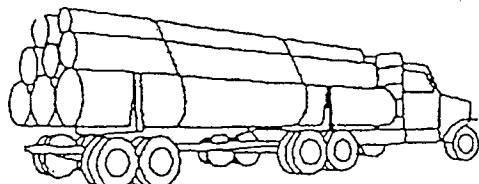
A minimum of two wrappers required.



Seven or more log load all logs seventeen feet or less

(WAC 480-14-370, Illus. 6)

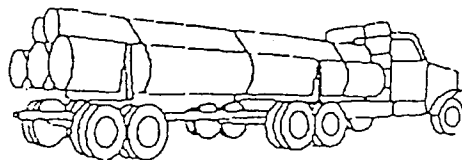
A minimum of two wrappers required.



Five or more log load if any logs are more than seventeen feet

(WAC 480-14-370, Illus. 7)

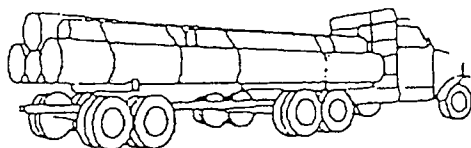
A minimum of three wrappers required.



Outside logs or top logs

(WAC 480-14-370, Illus. 8)

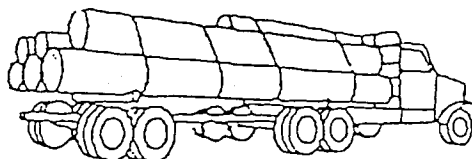
All outside or top logs shall be secured by a binder near but not within 12 inches of each end.



A wrapper shall be near each bunk

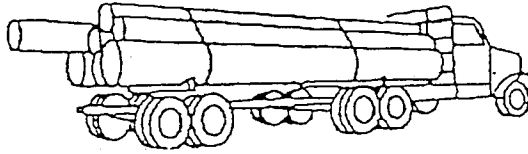
(WAC 480-14-370, Illus. 9)

Each load shall be secured by having a wrapper within 6 feet of each bunk except on one log loads.



Proper support for logs

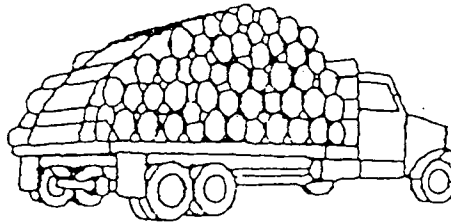
(WAC 480-14-370, Illus. 10)



Not more than approximately one-third the weight of any log shall extend beyond the end of the logs or bunk supporting it.

Short logs loaded crosswise

(WAC 480-14-370, Illus. 11)



A minimum of two wrappers are required and two chocks or stakes shall be used on the open end of the truck.

Note: All loads of logs on logging trucks equipped with chock blocks instead of stakes, shall have at least one additional wrapper over and above the requirements for trucks equipped with stakes, excepting on one and two log loads and trucks with short logs loaded crosswise.

(4) Approved load fastening devices. The following binder devices are hereby approved for purposes of transporting logs as referred to in subsection (3) of this section, provided that they meet a breaking strength of at least fifteen thousand pounds:

- (a) Three-eighths inch high-test steel chain;
- (b) One-half inch diameter steel cable; and
- (c) Steel strapping not less than two inches by fifty one-thousandths inches in dimension.

(5) Anti-spray devices. Every vehicle shall be equipped with a device adequate to effectively reduce the wheel spray or splash of water from the roadway to the rear thereof. All such devices shall be as wide as the tires behind which they are mounted and extend downward at least to the center of the axle.

(6) Pole trailers.

(a) Welded reach extension prohibited. No motor carrier shall operate a pole trailer that has had the length of its reach extended by welding or any other means, except that a telescopic reach manufactured and designed to extend by using an inner and outer reach with securing clamp shall be permissible. In addition to the securing clamp on a telescopic reach there must be a secondary device to keep the inner and outer reach from separating. The term "reach" as used in this rule means the steel tube that joins the axle(s) of the pole trailer to the rear of the power unit towing the trailer.



(b) Damaged reach. No motor carrier shall operate a pole trailer that has sustained cracks to the reach nor shall it be permissible to operate a trailer that has had welded repair or repair of any kind made to cracks in the reach.

(c) Empty pole trailers. Any empty pole trailer loaded upon any truck-tractor (except pole trailers that straddle the truck-tractor bunks) shall be fastened to the truck-tractor by not less than one 5/16 inch, grade seven or better chain and one tensioning or locking device in such a manner as to prevent the pole trailer from falling or shifting while in transit. The chain shall be securely fastened between the forward point on the reach tunnel and a point on the truck-tractor frame or from either axle of the pole trailer to a point directly below on the truck-tractor frame or crossmember.

(7) Qualifications of drivers. Adoption of United States Department of Transportation motor carrier safety regulations. The rules and regulations governing qualifications of drivers prescribed by the United States Department of Transportation in Title 49, Code of Federal Regulations, part 382, part 383, and part 391, as well as and including all appendices and amendments thereto, are adopted and prescribed by the commission to be observed by all common, private, registered, and registered exempt carriers operating under chapter 81.80 RCW except carriers operating exclusively in intrastate commerce:

(a) The minimum age requirement for drivers prescribed in subparagraph (1) of paragraph 391.11(b) shall be eighteen years of age.

(b) With respect to the limited exemption prescribed in section 391.61, the time period identified therein shall be the period of time prior to October 20, 1979.

(c) With respect to the limited exemptions prescribed in sections 391.65 and 391.71, the time periods identified in these sections shall have as a starting date October 20, 1979.

(d) Sections 391.21, 391.23, 391.25, 391.27, 391.31, 391.33, 391.35, and 391.37 shall not apply to a single vehicle owner driver private carrier, or to a single vehicle owner driver common carrier when operating under its own permit.

(e) Section 391.49 shall not apply when a driver has obtained from the department of licensing the proper drivers license endorsement and restrictions (if any) for the operation of the motor vehicle the person is driving.

(f) The provisions of paragraphs (a) and (b) of section 391.2, section 391.69, subparagraph (2) of paragraph 391.71(a), and subparagraph (4) of paragraph 391.71(b) shall not apply.

(g) Carriers operating vehicles with a manufacturer's gross vehicle weight rating (GVWR) of less than ten thousand pounds shall not be subject to the provisions of part 391 unless the vehicle is being used to transport hazardous materials of a type or quantity that requires the vehicle to be marked or placarded in accordance with WAC 480-14-390.

(8) Out-of-service criteria. All drivers operating motor vehicles under chapter 81.80 RCW shall do so in compliance with the safety rules and regulations defined therein. Duly authorized personnel of the commission shall have the power to order out-of-service any driver found to be operating in violation of those rules and regulations. The criteria for conditions under which a driver may be ordered out-of-service are those defined in the North

American Uniform Out-of-Service Criteria. Copies of this document are available from the commission upon request.

(9) Whenever the designation "director, office of motor carrier safety" is used in the respective parts of Title 49, Code of Federal Regulations, as described in subsection (6) of this section, such designation for the purpose of this rule shall mean the "Washington utilities and transportation commission," located in Olympia, Washington.

NEW SECTION

WAC 480-14-380 Hours of service--On duty--Adoption of federal safety regulations. The rules and regulations adopted by the United States Department of Transportation in Title 49, Code of Federal Regulations, part 395 are adopted and prescribed by the commission to be observed by all common, private, registered and registered exempt carriers operating under chapter 81.80 RCW, except:

(1) A driver who is driving a motor vehicle in the hauling of logs from the point of production or in dump truck operations, exclusively in intrastate commerce, shall not drive nor be permitted to drive more than twelve hours following eight consecutive hours off duty. Such driver shall not be on duty nor be permitted to be on duty more than ninety hours in any period of seven consecutive days.

(2) A driver who is driving a motor vehicle in the hauling of agricultural products from the point of production on farms, exclusively in intrastate commerce, shall not drive nor be permitted to drive more than twelve hours following eight consecutive hours off duty. Such driver shall not be on duty nor be permitted to be on duty more than ninety hours in any period of seven consecutive days.

(3) The rules and regulations governing driver's daily logs prescribed in Title 49, Code of Federal Regulations, section 395.8 and adopted in this section, do not apply to a driver who drives exclusively in intrastate commerce and wholly within a radius of one hundred miles of the terminal or garage at which he or she reports for work, if the motor carrier who employs the driver maintains and retains for a period of one year accurate and true records showing the total number of hours of driving time and the time that the driver is on duty each day and the time at which the driver reports for, and is released from, duty each day. A tacograph showing the required driver hourly information may be substituted for the required records.

(4) Carriers operating exclusively in intrastate commerce operating vehicles with a manufacturer's gross vehicle weight rating (GVWR) of less than ten thousand one pounds shall not be subject to the provisions of part 395 unless the vehicle is being used to transport hazardous materials of a type or quantity that requires the vehicle to be marked or placarded in accordance with WAC 480-14-390.

NEW SECTION

WAC 480-14-390 Hazardous materials regulations. (1) The rules and regulations governing hazardous materials prescribed by the United States Department of Transportation in Title 49, Code of Federal Regulations, parts 170-189, as well as and including all appendices and amendments thereto, are adopted and prescribed by the commission to define hazardous materials for motor vehicle transportation purposes, and to state the precautions that must be observed in storage, packaging, loading, and unloading such materials, and in maintaining, placarding, marking, and certifying motor vehicles and equipment used in transporting such materials, and in the maintenance of shipping papers prepared in conjunction with transporting such materials. The rules and regulations adopted and prescribed by this rule shall be observed by all common and registered carriers operating in this state.

(2) In addition to any accident reporting requirement now or hereafter prescribed by the commission, every common and registered carrier operating in this state who reports to the United States Department of Transportation any incidents occurring in this state involving hazardous materials, shall send a copy of any such report to the commission.

(3) Out-of-service criteria.

(a) All motor vehicles operated under chapter 81.80 RCW shall be operated in compliance with the rules and regulations governing the transportation of hazardous materials. They shall at all times be subject to inspection by the commission and its duly authorized representatives who shall have power to order out-of-service any vehicle meeting the standards set forth in this section, or is not being operated in compliance with laws in regard to equipment or method.

(b) Standards. The purpose of this section is to identify critical hazardous materials inspection items and provide criteria for placing a vehicle(s) in an out-of-service or restricted service category subsequent to an inspection. The criteria for out-of-service condition or restricted service condition are those defined in the *North American Uniform Out-of-Service Criteria*. Copies of this document are available from the commission upon request.

(i) Out-of-service condition. No motor carrier shall require nor shall any person operate a motor vehicle(s) when an out-of-service condition is found to exist. The vehicle shall not be allowed to continue in operation until the unsafe condition is corrected and the shipment thereon complies with applicable laws, rules, and regulations: *Provided*, That if safety may be jeopardized by an out-of-service action at the inspection site, the vehicle(s) may be escorted to a safer location.

NEW SECTION

WAC 480-14-400 Transportation of radioactive materials-- Driving and parking rules. (1) Attendance and surveillance of motor vehicles.

(a) Except as provided in (b) of this subsection, a motor vehicle containing an amount of radioactive material requiring highway route control pursuant to CFR part 173.403 must be attended at all times by its driver or a qualified representative of the motor carrier that operates it.

(b) Subdivision (a) of this subsection shall not apply if all of the following conditions exist:

(i) The vehicle is located on the property of the motor carrier, on the property of a shipper or consignee of the radioactive material, or in a safe haven; and

(ii) The lawful bailee of the radioactive material is aware of the nature of the radioactive material the vehicle contains and has been instructed in the procedures that must be followed in emergencies; and

(iii) The vehicle is within the bailee's unobstructed field of view.

(c) For purposes of this section:

(i) A motor vehicle is attended when the person in charge of the vehicle is on the vehicle, awake, and not in a sleeper berth, or is within one hundred feet of the vehicle with an unobstructed field of view;

(ii) A qualified representative of a motor carrier is a person who:

(A) Has been designated by the carrier to attend the vehicle;

(B) Is aware of the nature of the radioactive materials contained in the vehicle;

(C) Has been instructed in the procedures to be followed in emergencies; and

(D) Is authorized to move the vehicle and has the means and ability to do so.

(d) A safe haven is an area specifically approved in writing by local, state or federal government authorities for the parking of unattended vehicles containing highway route controlled quantities of radioactive material.

(e) The rules in this section do not relieve a driver from any obligation imposed by law relating to the placing of warning devices when a motor vehicle is stopped on the public street or highway.

(2) Parking. A motor vehicle which contains an amount of radioactive material requiring highway route control must not be parked:

(a) On or within five feet of the traveled portion of a public street or highway;

(b) On private property (including premises of a fueling or eating facility) without the knowledge and consent of the person who is in charge of the property and who is aware of the nature of the hazardous materials the vehicle contains; or

(c) Within three hundred feet of a bridge, tunnel, dwelling, building, or place where people work, congregate, or assemble, except for brief periods when the necessities of operation require the vehicle to be parked and make it impracticable to park the vehicle in any other place.

NEW SECTION

WAC 480-14-420 Optional provisions. (1) Carriers of general commodities, materials transported by armored cars and hazardous materials may, but are not required to, participate in the optional programs identified in this subsection.

(a) Uniform Bill of Lading. The commission adopts as the appropriate uniform bill of lading:

(i) The Uniform Straight Bill shown in Appendix A of this chapter, or in the alternative,

(ii) Carriers subscribing to the National Motor Freight Classification shall use the form of the bill of lading for shipments as shown in the National Motor Freight Classification in effect on May 28, 1994, and may modify its terms as indicated within the terms shown thereon. Adoption by the commission does not supersede the publisher's copyright in the document nor authorize its use by persons not entitled thereto. It is available from the Traffic Department, American Trucking Association, 2200 Mill Road, Alexandria, Virginia 22314.

(b) Uniform freight classification. The commission adopts as the appropriate uniform freight classification the National Motor Freight Classification published by the American Trucking Association, effective May 28, 1994.

(i) The uniform freight classification is available for inspection in the utilities and transportation branch of the Washington state library, located with the headquarters office of the commission. It is available from the Traffic Department, American Trucking Association, 2200 Mill Road, Alexandria, Virginia 22314.

(ii) Subscribing carriers shall use the uniform freight classification for intrastate shipments. Adoption by the commission does not supersede the publisher's copyright in the document nor authorize its use by persons not entitled thereto.

(c) Standard mileage guide. The commission adopts as the standard mileage guide for shipments in the state of Washington, the *Official State Highway Map* published by the Washington state department of transportation.

(i) Mileage between points not designated on the map shall be calculated by using the indicated map mileage for as much of the traveled route as is possible and then adding to that mileage the actual odometer mileage to or from the unnamed point.

(ii) The map is available for inspection in the utilities and transportation branch of the Washington state library, located with the headquarters office of the commission, and it is available from the Washington State Department of Transportation, WSDOT Public Affairs Office, P. O. Box 47322, Olympia, Washington 98504-7322.

(2) A carrier may opt-in to any of these programs at any time by completing a form at the time it applies for authority, at the time it submits a periodic report of operations, or at any other time by filing written notice with the commission.

(a) A carrier who has opted-in may advertise its option status and must disclose to shippers its option status before accepting a shipment.

(b) A carrier who has opted-in must act in conformity with its option until it has completed steps necessary to opt-out of the program. Carriers may not subscribe selectively for some shipments or shippers but not for others.

(3) Opting out. All carriers will be assumed to have opted-out of participating in any of the optional programs until such time as they officially notify the commission that they have opted-in to one or more of the programs.

(a) No carrier who has opted-out of any program may represent that it subscribes to the program. Carriers who have opted-out of any program may advertise or represent that they do not participate in the program.

(b) A carrier may choose to opt-out of any optional program at any time by:

(i) Filing with the commission its written notice that it opts-out of the program;

(ii) Advising the shippers it has served within the past year that it has opted-out; and

(iii) Withdrawing any advertising it may have for dissemination to the public that states its optional participation.

(4) For the purposes of this rule only, the term "written notice" may also include filing via notification through the commission's telefacsimile machine.

(5) Violations. It shall be a violation of rule for a carrier to advertise or represent to the public or to any shipper that it is an option participant in any program when it has not opted-in, and to advertise or represent to the public or any shipper that it is not an option participant when it is.

NEW SECTION

WAC 480-14-900 Appendix A.

UNIFORM STRAIGHT BILL OF LADING Original--Not Negotiable--Domestic

Shipper's No.

Carrier

Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at 19 from \_\_\_\_\_

the property described below, in apparent good order, except as noted (content and condition of contents of packages unknown) marked, consigned, and destined as show below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and acceptor for himself and his assigns.

Consigned to \_\_\_\_\_

Destination \_\_\_\_\_ State of \_\_\_\_\_ Zip Code \_\_\_\_\_ County Of \_\_\_\_\_

Routing \_\_\_\_\_ Delivering Vehicle or Carrier \_\_\_\_\_ Car Initial \_\_\_\_\_ No. \_\_\_\_\_

Collect on Delivery \$ \_\_\_\_\_ and remit to: \_\_\_\_\_

C.O.D. charge to be paid by:  Shipper  Consignee

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

No. Packages	O HM	Description of Articles, Special Marks, and Exceptions	*Weight (Sub. to Cor.)	Class or Rate	Check Column

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statements:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor) \_\_\_\_\_

If charges are to be prepaid, write or stamp here "TO BE PREPAID."

Received \$ \_\_\_\_\_ to apply to prepayment of the charges on the property described hereon.  
Agent or Cashier \_\_\_\_\_

Per \_\_\_\_\_  
(The signature here acknowledges only the amount Prepaid.)

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE--Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding: \$ \_\_\_\_\_ per \_\_\_\_\_

Charges Advanced: \$ \_\_\_\_\_

O Mark with "X" to designate Hazardous Materials as defined in the Department of Transportation Regulations governing the transportation of hazardous materials.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Agent of \_\_\_\_\_

\_\_\_\_\_  
Shipper, Per \_\_\_\_\_ Agent, Per \_\_\_\_\_

Permanent post-office address of shipper, \_\_\_\_\_

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(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

CONTRACT TERMS AND CONDITIONS

Sec. 1.(a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party, entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgement, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be in lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2.(a) No carrier is bound to transport said property by any particular schedule, train, vehicle, or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the



released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: PROVIDED, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered, and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4.(a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vessel, vehicle, car, depot, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or at other available point, or if no such warehouse is available at point of delivery or at other available point, then in



other available storage facility; at cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier.

PROVIDED, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. PROVIDED, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: PROVIDED, That if time serves for notification to the consignor or owner the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be constituted to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of owner after unloaded from cars, vehicles or vessels or until loaded into cars, vehicles,

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or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places, shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels, or if property is transported in motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges, and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be legally liable for such charges. PROVIDED, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment

the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc." and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Section 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay

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salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of carriers other than water.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

This Shipping Order Must be legibly filled in, in ink, in indelible Pencil, or in Carbon and retained by the Agent.

Shipper's No.

Carrier

Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at \_\_\_\_\_ 19\_\_\_\_ from \_\_\_\_\_

the property described below, in apparent good order, except as noted (content and condition of contents of packages unknown) marked, consigned, and destined as show below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and acceptor for himself and his assigns.

Consigned to \_\_\_\_\_

Destination \_\_\_\_\_ State of \_\_\_\_\_ Zip Code \_\_\_\_\_ County Of \_\_\_\_\_

Routing \_\_\_\_\_ Delivering Carrier \_\_\_\_\_ Vehicle or Car Initial \_\_\_\_\_ No. \_\_\_\_\_

Collect on Delivery \$ \_\_\_\_\_ and remit to: \_\_\_\_\_

C.O.D. charge to be paid by:  Shipper  Consignee

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

No. Packages	HM	Description of Articles, Special Marks, and Exceptions	*Weight (Sub. to Cor.)	Class or Rate	Check Column

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statements:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor) \_\_\_\_\_

If charges are to be prepaid, write or stamp here "TO BE PREPAID."

Received \$ \_\_\_\_\_ to apply to prepayment of the charges on the property described hereon.  
Agent or Cashier \_\_\_\_\_

Per \_\_\_\_\_  
(The signature here acknowledges only the amount Prepaid.)

Charges Advanced: \$ \_\_\_\_\_

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE--Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding: \$ \_\_\_\_\_ per \_\_\_\_\_

Mark with "X" to designate Hazardous Materials as defined in the Department of Transportation Regulations governing the transportation of hazardous materials.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Agent of Shipper \_\_\_\_\_

Shipper, Per \_\_\_\_\_ Agent must detach and retain this shipping Order And must sign the Original Bill of Lading.

Permanent post-office address of shipper. \_\_\_\_\_

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(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

CONTRACT TERMS AND CONDITIONS

Sec. 1.(a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party, entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgement, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be in lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, train, vehicle, or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the

released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: PROVIDED, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooerage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered, and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4.(a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vessel, vehicle, car, depot, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or at other available point, or if no such warehouse is available at point of delivery or at other available point, then in



other available storage facility; at cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier.

PROVIDED, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. PROVIDED, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: PROVIDED, That if time serves for notification to the consignor or owner the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be constituted to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of owner after unloaded from cars, vehicles or vessels or until loaded into cars, vehicles,

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or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places, shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels, or if property is transported in motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges, and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be legally liable for such charges. PROVIDED, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment

the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc." and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Section 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay

salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of carriers other than water.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

This Memorandum is an acknowledgement that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. Shipper's No.

Carrier Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at \_\_\_\_\_ 19\_\_\_\_ from \_\_\_\_\_

the property described below, in apparent good order, except as noted (content and condition of contents of packages unknown) marked, consigned, and destined as show below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and acceptor for himself and his assigns.

Consigned to \_\_\_\_\_

Destination \_\_\_\_\_ State of \_\_\_\_\_ Zip Code \_\_\_\_\_ County Of \_\_\_\_\_

Routing \_\_\_\_\_ Delivering \_\_\_\_\_ Vehicle or \_\_\_\_\_

Carrier \_\_\_\_\_ Car Initial \_\_\_\_\_ No. \_\_\_\_\_

Collect on Delivery \$ \_\_\_\_\_ and remit to: \_\_\_\_\_

C.O.D. charge to be paid by:  Shipper  Consignee

\_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor) \_\_\_\_\_

If charges are to be prepaid, write or stamp here "TO BE PREPAID."

Received \$ \_\_\_\_\_ to apply to prepayment of the charges on the property described hereon.  
Agent or Carrier \_\_\_\_\_

Per \_\_\_\_\_  
(The signature here acknowledges only the amount Prepaid.)

Charges Advanced: \$ \_\_\_\_\_

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." NOTE--Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding: \$ \_\_\_\_\_ p47

O Mark with "X" to designate Hazardous Materials as defined in the Department of Transportation Regulations governing the transportation of hazardous materials.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.  
Agent of Shipper \_\_\_\_\_

\_\_\_\_\_ Shipper, Per \_\_\_\_\_ Agent, Per \_\_\_\_\_

Permanent post-office address of shipper, \_\_\_\_\_ page ③

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

CONTRACT TERMS AND CONDITIONS

Sec. 1.(a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party, entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgement, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be in lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2.(a) No carrier is bound to transport said property by any particular schedule, train, vehicle, or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the

released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: PROVIDED, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered, and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4.(a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vessel, vehicle, car, depot, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or at other available point, or if no such warehouse is available at point of delivery or at other available point, then in

other available storage facility; at cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier.

PROVIDED, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. PROVIDED, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: PROVIDED, That if time serves for notification to the consignor or owner the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be constituted to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of owner after unloaded from cars, vehicles or vessels or until loaded into cars, vehicles,



or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places, shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels, or if property is transported in motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges, and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be legally liable for such charges. PROVIDED, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment

the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc." and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Section 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay

salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of carriers other than water.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.