



**APPENDIX 22**  
**FACSIMILE RECEIVER AGREEMENT**

STATE OF CALIFORNIA—Acting by and through the Department of Transportation (Caltrans), hereinafter referred to in this agreement as STATE.

Permit Services of receiver stations are hereinafter referred to in this agreement as FACSIMILE SERVICE.

The STATE and the FACSIMILE SERVICE do hereby enter into an agreement authorizing said FACSIMILE SERVICE the right to transmit, receive, or transmit and receive by facsimile, STATE transportation permits for oversize and/or overweight vehicles and loads to authorized firms or individuals within the STATE boundaries or to designated entry points into the STATE; and

WHEREAS the parties agree that the FACSIMILE SERVICE is a privilege, and as such must be strictly controlled and regulated; and

WHEREAS all FACSIMILE SERVICE individuals, agents, owners and firms agree to operate in conformance with adopted rules and guidelines as may be required by the STATE as well as obeying all applicable Federal, State, County, and/or City laws and ordinances; and

WHEREAS the FACSIMILE SERVICE certifies by entering into this agreement that all personnel involved in the transmittal, receipt, and/or issuance of facsimile permits have been provided appropriate training and instructions, have been made aware of all requirements thereto, and that the transmitting & receiving equipment meets Consultative Committee on International Telegraph and Telephone (CCITT) standards.

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ Automatic Receiver..  
Manual Receiver.....

VOICE PHONE: \_\_\_\_\_

MANUFACTURER AND MODEL NO: \_\_\_\_\_

CCITT COMPATIBILITY GROUP: \_\_\_\_\_ (GROUP 1,2 or 3)

NOW, THEREFORE, in consideration of the right and privilege to provide said FACSIMILE SERVICE, the parties hereto agree to the following terms, covenants and conditions:

1. An operating authority number (Station Number) will be assigned by the STATE District Permit Office authorizing the FACSIMILE SERVICE to participate. Those FACSIMILE SERVICES operating in more than one District shall have an operating authority number (Station Number) assigned by the District in which the FACSIMILE SERVICE is physically located. Those Facsimile Services which are operating as a port of entry station will be issued an operating authority number (Station Number) by the District to which they are most closely located by extension of the nearest California State Highway.
2. Authorized FACSIMILE SERVICES may transmit transportation permits to any other authorized FACSIMILE SERVICE locations serving as ports of entry into California from Oregon, Nevada, and Arizona.

Private FACSIMILE SERVICES are methods of transmission receipt within the State of California, by private firm or individual, for conduct of its own business; as opposed to Public.

Public receiving FACSIMILE SERVICE for the purpose of this agreement means any facility open to the general public for the purpose of business. It may include a private business not normally open to the public.

3. The STATE shall review the location and facilities of the FACSIMILE SERVICE prior to its transmitting or receiving of transportation permits. Facsimile ("fax") machines used for the transmittal and receipt of permits must furnish a clear and legible copy. Proper quality paper must be used to provide legible copies. Sample copies of permit transmission may be required to verify the legibility and the operation of the facsimile equipment and telephone transmission connections. Any expense involved with verification of the transmission quality shall be borne by the transmitting FACSIMILE SERVICE. Prior to actually transmitting or receiving transportation permits, all individuals that will be involved with the transmitting, receiving and issuing of transportation permits must exhibit complete familiarity with transportation permit procedures. The AGENT as designated in this agreement shall be responsible for all permits received and issued to individuals or firms.
4. The STATE shall have the right to conduct unannounced inspections of the FACSIMILE SERVICE facilities and operations to ensure familiarity with and compliance with transportation permit policies, applicable laws and ordinances. The FACSIMILE SERVICE agrees to allow the representative complete access to the part of its operation which pertains to STATE transportation permits.
5. Only original copies of transportation permits issued by a STATE District Permit office may be sent by facsimile for official use. Retransmission or transmission of a reproduced or altered permit will not be allowed. To obtain authorized permits for transmission, an application signed by either the PERMITTEE or the FACSIMILE SERVICE must be submitted to a STATE District Permit Office.
6. The STATE will not receive applications for transportation permits vis facsimile from, nor will they transmit to, any receiver station except those in STATE offices or maintenance stations.
7. Only single-trip may be sent via facsimile equipment. All annual or blanket transportation permits will be issued only by STATE District Permit Offices. Multi-trip permits up to nine moves on one permit are considered single trip permits.

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8. Each FACSIMILE SERVICE receiving station shall have a circular embossing stamp (1-1/2" minimum diameter) that shall read "NO ALTERATION HAS BEEN MADE" and the name of the FACSIMILE SERVICE receiving station in the outer circle. An interior circle shall provide space for the "STATION NUMBER" and a certifying signature. (See the sample on the signature page of this agreement.) A physical sample of the embossing seal shall be placed on the signature page of this agreement adjacent to the printed sample.  
  
Each facsimile permit received and issued to individuals or firm in accordance with this agreement shall have the FACSIMILE SERVICE receiving station's embossed stamp firmly imprinted in the copy and verified by the signature (not initials) of the person certifying it as a true copy
10. The FACSIMILE SERVICE shall be responsible for procuring and maintaining a working level of all forms and attachments necessary to his operation. No transportation permit may be issued to any individual or firm without the appropriate attachments, as indicated on the face of the permit being firmly affixed (stapled) thereto. Regulations, curfew maps and other attachments specified will be available, at no charge, from the STATE District Permit Office with which this agreement is executed. Additionally, they may be purchased from the State Publications Office, 6200 Folsom Boulevard, Sacramento, CA 95819.
11. The FACSIMILE SERVICE will provide the PERMITTEE with a stamped envelope addressed to the STATE District Permit Office with which the receiving station executed this agreement and will advise the PERMITTEE to mail his facsimile permit no later than ten days after the permit has expired. Envelopes may be addressed to the FACSIMILE SERVICE and coded for return, unopened, to the District with which the receiving FACSIMILE SERVICE has executed this agreement.
12. The FACSIMILE SERVICE transmitting transportation permits shall retain, on file available for a period of one (1) year, the original copy of all permits issued for transmittal. Access to these copies for review by the STATE representative will be required.
13. The FACSIMILE SERVICE will make payment for permits obtained to the issuing STATE District Permit Office by cash, negotiable check or by approved credit as established by the STATE District Permit Office with which this agreement is executed.
14. If, at any time during the term of this agreement, there is a breach of any of the conditions, covenants, or terms set forth in the agreement, by the FACSIMILE SERVICE, the STATE shall have the right to immediately revoke and terminate all rights and privileges granted by this agreement. This revocation and termination may be either in writing or verbally to the designated AGENT followed by written notice of said termination, and may be reversed when compliance is accomplished.
15. At any time during the term of this agreement, the FACSIMILE SERVICE may terminate the agreement either in writing, verbally to the STATE District Permit Office followed by written verification of such termination.
16. The FACSIMILE SERVICE shall hold the STATE and its officers, agents and employees harmless from any claims for damages, alleged to have resulted from the FACSIMILE SERVICE'S exercise of its rights and privileges under this agreement.
17. The implementation of the foregoing rules and regulations does not preclude addition of further control by the STATE if the situation warrants.
18. A temporary construction field officer may receive permits provided a separate agreement in accordance with the preceding regulations is entered into and a number assigned by the District within which the temporary office is working. A copy of the agreement shall be forwarded to the District where the FACSIMILE SERVICE is headquartered.