

RECIPROCAL AGREEMENT
BETWEEN THE
STATE OF MINNESOTA AND THE STATE OF IOWA

Pursuant to, and in conformity with, the laws of their respective states, Iowa and Minnesota, acting by and through their officials lawfully authorized to execute this agreement, do mutually agree, as follows:

IT IS HEREBY AGREED THAT ANY VEHICLE LEGALLY REGISTERED IN ONE OF THE STATES SIGNATORY HERETO MAY BE OPERATED WITHIN THE RECIPROCATING STATE WITHOUT REGISTERING SUCH VEHICLE IN, OR PAYING ANY FEE TO, THE RECIPROCATING STATE, EXCEPT AS OTHERWISE HEREIN PROVIDED.

GENERAL PROVISIONS:

1. All understandings and agreements, oral or written heretofore had, or entered into between the parties, the effect of which was to grant reciprocity with respect to motor vehicles, are hereby mutually rescinded.

2. This agreement shall apply to vehicles properly registered and licensed in the state of residence of the owner, which vehicles operate exclusively on an interstate basis, as defined herein.

3. This agreement shall not affect any reciprocal agreement which either of the states which are parties to this agreement may have or enter into with any other state.

4. For the purpose of this agreement "interstate movement" shall mean commerce between states or transportation which originates in one state and passes into or through other states for delivery in a state other than the state of origin.

"Intrastate movement" shall mean commerce within the state or transportation which originates within a state for delivery in the same state regardless of route traversed.

EXCEPTIONS:

1. Reciprocity shall not be extended to a nonresident temporarily residing in either state party to this agreement and owning and operating passenger automobiles, house trailers or utility trailers if such nonresident has been gainfully employed on the same job for a period of six (6) months or more. Registration shall be required from the date such employment began.

2. In accordance with the definition contained herein, reciprocity shall not be granted any person, corporation, or other organization operating motor vehicles engaged in intrastate movement.

3. This agreement shall not apply to motor fuel tax laws of either state.

4. This agreement shall not apply to fees imposed by the state regulatory commissions of either state.

5. Reciprocity shall not apply to

(a) Any vehicle which is registered for use only in a limited area of the state;

(b) Any vehicle having a gross weight greater than that for which the vehicle is registered or for which taxes have been paid in the state of residence except where statutes of the state of residence expressly authorize transportation of a greater weight;

(c) Any vehicle exceeding the lawful axle load on a single axle by more than 5,000 pounds; or the lawful axle load on any group of consecutive axles spaced less than six (6) feet apart, by more than 8,000 pounds.

6. In addition to the provisions of paragraph 5, this agreement shall not waive compliance with any other statutes relating to weight and dimension of vehicles. Further, this agreement in no way affects compliance with the laws of the road in effect in either state.

7. Nothing contained in this agreement shall be construed as relief from compliance with the insurance requirements or other filings required by the regulatory commissions or state departments of either state.

SPECIAL PROVISION:

COMPENSATION TAX

Except as provided herein, all certificated Minnesota regular route motor carriers operating between fixed termini or over a regular route on Iowa highways shall be subject to the payment of the Iowa compensation tax or, in the case of infrequent operations, subject to the purchase of travel orders issued by the State of Iowa; and except as provided herein, all certificated Iowa regular route motor carriers operating between fixed termini or over a regular route on Minnesota highways shall be subject to the payment of a tax equivalent to the Iowa compensation tax, or in the case of infrequent operations, the purchase of travel orders for a fee equivalent to that imposed on Minnesota carriers by the State of Iowa.

The foregoing provisions requiring payment of compensation or like tax or purchase of travel orders shall be waived and full reciprocity granted when such certificated carriers with a vehicle or vehicles based or domiciled in the state of nonresidence have such vehicle or vehicles legally and properly registered in the state of nonresidence and the respective states are satisfied as to the propriety of such registrations.

IDENTIFICATION:

1. It is agreed and understood that each of the parties to this agreement shall retain the right to require the display of a permit, sticker, or other suitable means of identification as provided or deemed necessary by either state.

DENIAL OF RECIPROCAL PRIVILEGES:

1. Each state entering this agreement may act unilaterally in denying reciprocal privileges to any particular nonresident.

2. Any violation of the provisions of this agreement shall result in the immediate cancellation of reciprocal privileges.

ARBITRATION OF DISPUTES:

In case there is a dispute as to vehicles based or domiciled in either state, such dispute shall be subject to arbitration by the reciprocity officials of each state signatory to this agreement.

TERMINATION:

This agreement shall become effective on July 21, 1958
and shall remain in full force and effect until canceled by either
party upon sixty (60) days written notice to the other.

IN WITNESS WHEREOF the state of Iowa and the state of
Minnesota, acting by and through their duly authorized officials, have
executed this agreement.

STATE OF IOWA

BY: Carl F. Schaefer
Chairman
TITLE: Iowa Reciprocity Board

BY: W. H. Thompson
TITLE: Member, Reciprocity Board

BY: J. F. Carlson
TITLE: Member, Reciprocity Board

STATE OF MINNESOTA

BY: Joseph L. Donovan
TITLE: Secretary of State

BY: W. H. E. Eubank
TITLE: Assistant Attorney General

BY: _____
TITLE: _____

#13807 O.D.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 25 1958

Joseph L. Donovan
Secretary of State