

COMMERCIAL *DHC*
MOTOR VEHICLE REGISTRATION ~~AND LICENSE~~ AGREEMENT

BETWEEN THE
STATES OF ARIZONA AND MINNESOTA

RECEIVED
DEC 12 1966
SECRETARY OF STATE

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

1. Under this Agreement, the State of Arizona will grant registration privileges to fleet operators of commercial vehicles fully registered in the State of Minnesota and bearing valid Minnesota registration plates operating purely in interstate commerce into or through the State of Arizona, as provided in Section 28-221, Arizona Revised Statutes. The fees and taxes to be computed on a percentage basis are as follows:

- (a) Registration fee--Section 28-205, A.R.S.
- (b) Unladen Weight fee--Section 28-206, A.R.S.
- (c) Highway Use Tax--Section 28-226, A.R.S.

2. In return, in accordance with the provisions of Minnesota Statutes Section 168.181, Subdivision 1 (6) requiring imposition of similar fees, Minnesota will register a fleet or fleets of commercial vehicles lawfully and properly registered in Arizona and bearing valid Arizona registration plates and impose a fee or tax which shall be a percentage of the Minnesota tax for like vehicles owned by Minnesota residents and based on gross weight and age of vehicles computed according to use made of Minnesota highways in a manner similar to that provided by Section 28-221, Arizona Revised Statutes, based on the carrier's travel experience in Minnesota during the immediate prior year, but if that is not possible, then upon a reasonable estimate of contemplated operations in the current year.
3. Nothing contained in this Agreement shall be construed to apply to vehicles operating solely in intrastate commerce in the other state.
4. (a) That this Agreement shall apply only to vehicles having a tax situs in the State of Arizona or the State of Minnesota and properly registered and licensed in compliance with such state's laws.
(b) If a commercial vehicle is operated by a person other than the owner as a part of a fleet which is subject to the provisions of this Agreement, then the operator of such fleet shall be deemed to be the owner of said vehicle for the purpose of this Agreement.
(c) Registration, licensing or registration licensing are deemed to be synonymous for the purpose of this Agreement and are understood to mean the registration, ~~and~~ license fees *and* taxes in Arizona and the registration, ~~and~~ license fees ~~or~~ taxes in Minnesota. *DHC*
(d) That this Agreement shall not affect any agreement which the State of Arizona or the State of Minnesota may make or enter into with any other state.

18480

5. "Commercial vehicle" means any bus, truck or truck-tractor, trailer or semi-trailer with an unladen weight of two thousand nine hundred (2,900) pounds or more operated in more than one jurisdiction.
6. "Fleet" means three or more commercial vehicles at least two of which, to be known as power units, supply motive power and contain a compartment for a driver of such vehicle. "Fleet" shall also mean not less than ten vehicles all of which are trailers or semi-trailers and each of which has unladen weight of two thousand nine hundred (2,900) pounds or more.
7. Non-fleet commercial vehicles not qualifying for registration under the fleet definitions as herein set forth shall be registered in the following manner:

(a) ARIZONA -- Annual Interstate Registration or 30, 60, 90-day Registration Permit at a cost of 20%, 35%, or 50% respectively of the annual fee or a Single Trip Permit are provided and required for those vehicles not eligible for proportional registration at the option of the operator. The 96-hour Single Trip Permit fees are prescribed in Section 28-501.01, A.R.S., as follows:

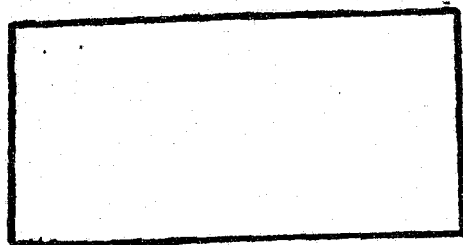
TRIP MILES:	One or Two Axle Vehicles Laden or Unladen	Three Axle Vehicles or Three Axle Combination of Vehicles Laden or Unladen	Four Axle Vehicles or Four Axle Combination of Vehicles Laden or Unladen	Five Axle Vehicles or Five Axle Combination of Vehicles Laden or Unladen	Any Vehicle or Combination of Vehicles More Than Five Axles Laden or Unladen
50 miles or less	\$.50	\$ 1.00	\$ 1.50	\$ 2.00	2.50
51 miles to 150 miles..	2.00	3.00	5.00	6.00	7.00
151 miles to 250 miles..	4.00	6.00	10.00	12.00	14.00
251 miles to 350 miles..	6.00	9.00	15.00	18.00	21.00
351 miles to 450 miles..	8.00	12.00	20.00	24.00	28.00
451 miles to 550 miles..	10.00	15.00	25.00	30.00	35.00
551 miles to 650 miles..	12.00	18.00	30.00	36.00	42.00
651 miles to 750 miles..	14.00	21.00	35.00	42.00	49.00
751 miles to 850 miles..	16.00	24.00	40.00	48.00	56.00
851 miles to 950 miles..	18.00	27.00	45.00	54.00	63.00
951 miles to 1050 miles..	20.00	30.00	50.00	60.00	70.00
1051 miles to 1150 miles..	22.00	33.00	55.00	66.00	77.00
1151 miles to 1250 miles..	24.00	36.00	60.00	72.00	84.00

(b) MINNESOTA -- Owners of non-fleet commercial vehicles shall register under one of the following provisions: They shall obtain a one, two, or three month registration permit on each truck or truck-tractor at the rate of one-twelfth (1/12) of the annual Minnesota gross weight tax for each month. This is determined to be similar to the tax imposed by Arizona; or they shall obtain a Single Trip Permit valid for 96 hours and pay the same fees as imposed by Arizona on Minnesota vehicles as set forth in the fee schedule contained in paragraph (a) of this section.

8. It is further the purpose of this Agreement to grant reciprocity to non-commercial vehicles registered in each respective state under a non-commercial basis unless residence is established under the statutory definition of a resident, for the purpose of registration and operation of motor vehicles, of each of the contracting states.

9. Further, the State of Arizona and the State of Minnesota desire to make clear that nothing contained in this Agreement shall be construed to waive compliance with the weight and dimension laws of the respective states; to waive Motor Vehicle Fuel Taxes or Use Fuel Taxes or License Taxes (Gross Receipts) of either state; to waive any requirement of the Arizona Corporation Commission or the Minnesota Railroad and Warehouse Commission; or to waive any requirement of the Arizona Commission of Agriculture and Horticulture.
10. Nothing contained in this Agreement shall be construed to waive any taxes or fees that may be enacted by either the State of Arizona or the State of Minnesota after the execution of this Agreement and which would be in conflict herewith.
11. Each of the contracting parties of either state shall cooperate with the other and hereby agree to furnish such aid and assistance, including information obtained from audits, to each other within their statutory authority as will aid the proper enforcement of this Agreement.
12. It is further provided that each state reserves the right to cancel the benefits of this Agreement as to any individual operator or owner of carrier if any requirements of this Agreement are not complied with.
13. The final decision regarding interpretation of questions at issue relating to this Agreement shall be reached by joint action of the contracting states, acting through the administrators thereof, and shall upon determination be placed in writing.
14. This Agreement may be amended by joint action of the contracting states, acting through the officials thereof authorized to enter into this Agreement. Any amendment shall be placed in writing and becomes a part hereof.
15. In order that this Agreement may not be used for the purpose of evasion of registration fees, the administrators of the contracting states may make the final decision as to the proper state of residence.
16. In case of additions to a fleet registered under provisions of this agreement, the owners or operators shall file a supplemental application in the same manner as prescribed for the filing of original applications.
17. If any vehicle is withdrawn from a fleet registered under provisions of this agreement during the period for which it is registered or identified, the owner shall notify the administrators of each state in which it is registered or identified of such withdrawal.
18. It is further understood and agreed that the operators of all commercial vehicles entering Arizona who have agreed to and are engaged in registration under provisions of this agreement shall be required to carry as a suitable means of identification of the vehicle a proper cab card as required by the administrators of Arizona.

THE PRECEDING



DOCUMENT(S)

HAVE BEEN

REFILMED

TO ENSURE

LEGIBILITY



9. Further, the State of Arizona and the State of Minnesota desire to make clear that nothing contained in this Agreement shall be construed to waive compliance with the weight and dimension laws of the respective states; to waive Motor Vehicle Fuel Taxes or Use Fuel Taxes or License Taxes (Gross Receipts) of either state; to waive any requirement of the Arizona Corporation Commission or the Minnesota Railroad and Warehouse Commission; or to waive any requirement of the Arizona Commission of Agriculture and Horticulture.
10. Nothing contained in this Agreement shall be construed to waive any taxes or fees that may be enacted by either the State of Arizona or the State of Minnesota after the execution of this Agreement and which would be in conflict herewith.
11. Each of the contracting parties of either state shall cooperate with the other and hereby agree to furnish such aid and assistance, including information obtained from audits, to each other within their statutory authority as will aid the proper enforcement of this Agreement.
12. It is further provided that each state reserves the right to cancel the benefits of this Agreement as to any individual operator or owner of carrier if any requirements of this Agreement are not complied with.
13. The final decision regarding interpretation of questions at issue relating to this Agreement shall be reached by joint action of the contracting states, acting through the administrators thereof, and shall upon determination be placed in writing.
14. This Agreement may be amended by joint action of the contracting states, acting through the officials thereof authorized to enter into this Agreement. Any amendment shall be placed in writing and becomes a part hereof.
15. In order that this Agreement may not be used for the purpose of evasion of registration fees, the administrators of the contracting states may make the final decision as to the proper state of residence.
16. In case of additions to a fleet registered under provisions of this agreement, the owners or operators shall file a supplemental application in the same manner as prescribed for the filing of original applications.
17. If any vehicle is withdrawn from a fleet registered under provisions of this agreement during the period for which it is registered or identified, the owner shall notify the administrators of each state in which it is registered or identified of such withdrawal.
18. It is further understood and agreed that the operators of all commercial vehicles entering Arizona who have agreed to and are engaged in registration under provisions of this agreement shall be required to carry as a suitable means of identification of the vehicle a proper cab card as required by the administrators of Arizona.

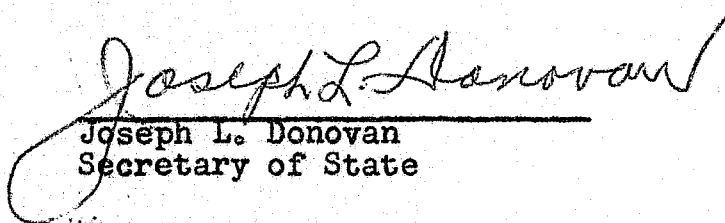
19. No for-hire carrier shall be entitled to any consideration under this Agreement unless it holds a certificate or permit issued by the Interstate Commerce Commission covering its operation, or the vehicle is transporting commodities that are exempt from certificate or permit requirements by the Interstate Commerce Commission. In addition, such for-hire carriers must be duly qualified with the regulatory commissions of the contracting states.

This Agreement shall become effective the 1st day of January 1967 and shall continue in full force thereafter until modified or canceled by either party upon thirty (30) days written notice.

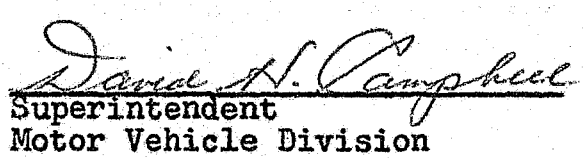
IN WITNESS WHEREOF, the State of Arizona and the State of Minnesota, each acting by and through its duly authorized officials have executed this Agreement on the date set forth.

STATE OF MINNESOTA

STATE OF ARIZONA
ARIZONA HIGHWAY DEPARTMENT

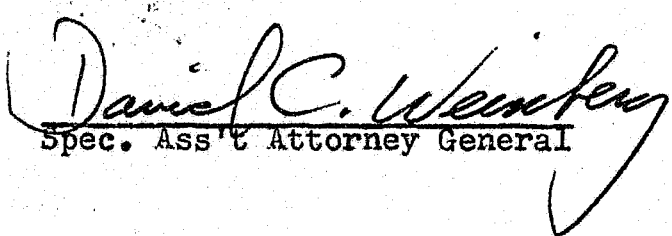


Joseph L. Donovan
Secretary of State




Superintendent
Motor Vehicle Division

APPROVED:



Spec. Ass't Attorney General

December 9, 1966
Date

#18488
STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
DEC 14 1966

Secretary of State