

SHORE TO SHIP

SHIP TO SHORE

Prefix _____
Sent No. _____
Words _____ Radio
Sent to _____ by _____
Time Sent _____

FAST

ACCURATE



**MARINE
RADIOTELEGRAM**

CHARGES		
Coast		
Ship		
Landline		
Govt. Tax		
Total		

Office of origin

Date filed

Coastal station via

Time filed

INSIST UPON RECEIPT

**Send the following Radiotelegram subject to terms on back hereof, which are hereby agreed to
RCA COMMUNICATIONS, INC., A GLOBAL SERVICE OF RADIO CORPORATION OF AMERICA**

**ALL RADIOTELEGRAMS ACCEPTED FOR TRANSMISSION BY THIS COMPANY
ARE SUBJECT TO THE FOLLOWING TERMS:**

Each message should preferably be written on the form provided by the Company for that purpose, or should preferably be attached to such form by the sender or his agent. To guard against mistakes the sender of every radiotelegram should order it repeated; that is, telegraphed back to the originating office for comparision. The additional charge for this service is one-half the unrepeated full rate.

Unless otherwise indicated on its face this message is considered to be an unrepeated radiotelegram and paid for as such, in consideration whereof it is agreed between the sender or his agent and this Company as follows:

(a) This Company shall not be liable in any case for mistakes or delays in the transmission or delivery, or for non-delivery of any message, beyond its own terminals. In forwarding the message to the stations or over the circuits or lines of any other communications agency, this Company is hereby made the agent of the sender without liability for mistakes, neglect or delays of such other communications agency, its agents or servants.

(b) The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated message rate, whether caused by the negligence of its servants or otherwise, beyond the sum of five hundred dollars, nor for the mistakes or delays in the transmission, delivery, or for non-delivery, of any message received for transmission at the repeated message rate, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the specially valued message rate, whether caused by the negligence of its servants or otherwise, beyond the sum at which such messages shall be valued, in writing, by the sender thereto when tendered for transmission and for which payment is made of the amount of the repeated message rate plus an additional charge equal to one-tenth of one per cent of the amount by which such written valuation shall exceed five thousand dollars.

(c) The Company shall not be liable in any case for delays arising from unavoidable interruptions in the working of its circuits; nor for delays or errors or non-deliveries caused by storms or the action of the elements, or other acts of God, or by strikes or by civil or military authority, or by wars, insurrections, riots, rebellions, or the unlawful acts of individuals, or by other conditions beyond the control of the Company. If, because of any of the foregoing reasons, transmission and delivery of messages cannot be made in accordance with the standard means and practices followed by the Company, any available means of forwarding or of effecting delivery may be utilized, without notice to the sender, pending restoration of normal service. The Company will be liable for damages caused by its negligence in the handling of messages written in any admitted language whether plain, secret, foreign, obscure or otherwise, to the same extent that it would be liable if the test of the message had adequately notified the Company of the nature and extent of the matter with which the message is concerned.

(d) No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices. If a message is sent to such office by a messenger other than one supplied by this Company, the messenger acts for that purpose as the agent of the sender; if a message is sent to such office by telephone or by telegraph, any person receiving the message other than an employee of the Company acts therein as agent of the sender, and is authorized to assent to these conditions on behalf of the sender.

(e) The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing to the Company within 180 days after the message is filed with the Company for transmission; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.

(f) It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

(g) NO EMPLOYEE OF THE COMPANY IS AUTHORIZED TO VARY THE FOREGOING TERMS.

HOWARD R. HAWKINS
President

INSIST UPON RECEIPT, WHICH MUST BE PRODUCED WITH ANY COMPLAINT REGARDING THIS RADIOTELEGRAM