

RULE ADOPTIONS
VOLUME 44, ISSUE 7
ISSUE DATE: APRIL 2, 2012
LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
OFFICE OF THE DIRECTOR
PUBLIC MOVERS AND WAREHOUSEMEN

Adopted Amendments: N.J.A.C. 13:44D-2.1, 3.1, 4.1, 4.2, 4.3, 4.4, 4.5, 4.5A, 4.8, 4.14, 4.15, and 13:44D Appendix A

Adopted Repeals: N.J.A.C. 13:44D-5 and Appendices B through H

Adopted New Rule: N.J.A.C. 13:44D-4.1

License to Engage in the Business of Public Moving and/or Storage; Tariffs; Forms; Moving Contract: Non-Binding Estimate; Moving Contract: Binding Estimate; Warehousemen Entering into a Contract to Provide Services; Combination of Order for Service and Estimate Forms; Legal Liability; Insurance; Use of an Owner-Operator; Claims Procedures; Short-Notice Move or Warehousing

Proposed: July 18, 2011 at 43 N.J.R. 1579(a).

Adopted: January 19, 2012 by Thomas Calcagni, Director, Division of Consumer Affairs.

Filed: March 7, 2012 as R.2012 d.069, **with substantial and technical changes** not requiring additional public notice and comment (see N.J.A.C. 1:30-6.3).

Authority: N.J.S.A. 45:14D-6.

Effective Date: April 2, 2012.

Expiration Date: June 3, 2017.

Summary of Public Comments and Agency Responses:

The official comment period ended September 16, 2011. The Director received comments from Robert Russo, Executive Director, New Jersey Warehousemen & Movers Association.

1. COMMENT: The commenter commends the Director for the amendments and new rule.

RESPONSE: The Director thanks the commenter for his support.

2. COMMENT: The commenter contends that the provision in N.J.A.C. 13:44D-4.1, which allows licensees to use old forms up to six months from the effective date of the amendments and new rule does not provide sufficient time for licensees to use up all of their old forms. The commenter suggests that the rule be amended to extend this period from six months to two years.

RESPONSE: The Director has changed N.J.A.C. 13:44D-4.1 upon adoption to extend the six-month period to one year. The extended time frame recognizes that licensees will need time to obtain new forms and that licensees may wish to use up their old forms before using the new forms required by the rules.

3. COMMENT: N.J.A.C. 13:44D-4.2(b)11 and (d)8 require licensees who charge by the hour to provide the number of trucks and the per hour cost of each truck, the number of men and the per hour cost of each man, and the total charge for trucks and men. The commenter contends that breaking down an hourly rate into per truck and per man charges could confuse consumers. The commenter is concerned that the consumer will only see the lower per hour charge and will not understand that both charges apply. The commenter recommends that N.J.A.C. 13:44D-4.2(b)11 and (d)8 be amended so that licensees need only supply the estimated combined hourly rate for both trucks and men.

RESPONSE: The Director does not agree that providing the cost per truck and the cost per man will be confusing for consumers. Providing consumers with this information will ensure that they are fully aware of the reasons for the costs

associated with a move. It also will enable consumers to understand why a charge is different from an estimated amount if the number of men or the number of trucks on the day of the move differs from the estimate.

4. COMMENT: N.J.A.C. 13:44D-4.2(b)14 requires a written non-binding estimate to include the monthly storage cost and, for storage more than 60 days, the monthly sales tax charge when a licensee stores a consumer's goods. The commenter contends that the New Jersey Sales Tax Division revised its rules on taxation of storage in 2007 so that sales tax only applies to storage that is longer than 90 days. The commenter also contends that the Sales Tax Division will soon be issuing a memorandum indicating that sales tax applies to any intrastate storage. In light of this, the commenter recommends that N.J.A.C. 13:44D-4.2(b)14 be amended to require that the applicable monthly sales tax charge be included on estimates.

RESPONSE: Whether or not the New Jersey Sales Tax Division has revised its rules, the Director has decided to change N.J.A.C. 13:44D-4.2(b)14 as the commenter recommended.

5. COMMENT: N.J.A.C. 13:44D-4.2(b)14 requires the written estimate to state the valuation amount, any deductible amount, and the charge when a licensee stores a consumer's goods and insurance or increased valuation is included. The commenter recommends that this be amended to indicate that the charge is a monthly charge.

RESPONSE: The Division does not require that a charge for increased valuation be assessed monthly. The Director will not change N.J.A.C. 13:44D-4.2 to state that a licensee must assess this charge monthly.

6. COMMENT: N.J.A.C. 13:44D-4.2(b)16 requires a written estimate to include the type, amount, and cost of shipment coverage. Shipment coverage is the standard valuation of 60 cents per pound, increased valuation, or insurance purchased by the consumer. The commenter points out that some licensees do not offer valuation or insurance.

RESPONSE: If a licensee does not offer valuation or insurance, the written estimate must indicate that the standard valuation of 60 cents per pound is the type of shipment coverage.

7. COMMENT: N.J.A.C. 13:44D-4.2(c)4 requires that an order for service for a move based on a non-binding estimate include a notice that indicates that the actual charges for a move may be more than the amount indicated on an estimate. The commenter points out that the actual charges for a move may be more or less than the estimated amount and recommends that N.J.A.C. 13:44D-4.2(c)4 be amended to recognize this.

[page=1114] RESPONSE: The Director has changed N.J.A.C. 13:44D-4.2(c)4 upon adoption as the commenter recommended.

8. COMMENT: N.J.A.C. 13:44D-4.2(c)8 and 4.3(c)7 require that an order for service include a specific statement when a licensee provides increased valuation for a move. The statement includes the wording that "the agreed or declared value of the property is specifically stated by the consumer and confirmed by his or her signature to be ..." The commenter contends that a consumer does not agree to the value of his or her goods and that it is a declared amount when a licensee offers increased valuation. The commenter recommends that N.J.A.C. 13:44D-4.2(c)8 and 4.3(c)7 be amended to change the wording of the statement to: "The declared value of the property is stated by the consumer and confirmed by his or her signature to be . . ."

RESPONSE: The Director believes that the wording used in N.J.A.C. 13:44D-4.2(c)8 and 4.3(c)7 accurately reflects the process by which an amount for increased valuation is determined and will not change the regulations as the commenter recommends.

9. COMMENT: The statement regarding increased valuation on an order for service required by N.J.A.C. 13:44D-4.2(c)8 and 4.3(c)7 includes wording addressing instances when licensees offer increased valuation only for specific items. The commenter contends that insurance carriers do not offer valuation or insurance coverage for specific items and that no licensees include increased valuation for specific items in their tariffs. The commenter recommends that wording regarding increased valuation for specific items be deleted as it could be confusing for consumers.

RESPONSE: The Director does not believe it is necessary to delete wording because licensees may not offer increased valuation for specific items. The Director will not change the regulations as the commenter recommends.

10. COMMENT: N.J.A.C. 13:44D-4.2(c) requires that an order for service based on a non-binding estimate be signed by the consumer. The commenter recommends that this requirement be amended to require that a consumer sign his or her name after the following statement: "The consumer orders the services listed on the non-binding estimate dated ____ in the amount of \$ ____." The commenter recommends that N.J.A.C. 13:44D-4.3(c), which sets forth signature requirements for an order for service based on a binding estimate, be amended in a similar manner.

RESPONSE: Including the estimate amount on an order for service could indicate that the estimated total charge of a move is the amount that consumers will pay for the move, which would in essence make every estimate a binding estimate. The Director does not believe it is necessary to repeat the total charge from the estimate and the date on which the estimate was performed on an order for service and will not change the regulations as the commenter recommends.

11. COMMENT: The commenter contends that the time a licensee arrived at a consumer's home and the time when a move was completed is not relevant to a move when the licensee is charging based on weight or cubic feet. The commenter recommends that the N.J.A.C. 13:44D-4.2(d) be amended so that time of arrival and completion only be required on a bill of lading when a licensee is charging based on an hourly rate.

RESPONSE: The Director has changed N.J.A.C. 13:44D-4.2(d) upon adoption as the commenter recommended.

12. COMMENT: The commenter contends that allowing licensees to estimate the weight of a consumer's goods can lead to abuses. He recommends that N.J.A.C. 13:44D-4.2(b)9 be amended to remove any reference to estimating the weight of a shipment and to require licensees to obtain a vehicle's gross weight, tare weight of the empty vehicle, and the net weight of a shipment.

RESPONSE: The Director has looked into the availability of truck scales and found that there are not enough of these scales to ensure that licensees will have easy access to local scales when performing moves. Requiring licensees to weigh the actual weight of a consumer's goods would therefore impose significant additional costs on licensees in the form of travel time to and from scales. It would also negatively impact consumers by delaying the completion of a move. The Director will not change the regulation as the commenter recommends.

13. COMMENT: The commenter recommends that N.J.A.C. 13:44D-4.2(d) and 4.3(d) be amended to require that consumers sign a bill of lading indicating that all of the services listed in the bill of lading were performed and that all goods were received in good condition except as noted.

RESPONSE: Considering that consumers may not immediately know of damage that their goods received during a move, it would be inappropriate to require consumers to sign a bill of lading stating that all of their goods were received in good condition as soon as a move is completed.

14. COMMENT: The commenter believes that the title "Estimated Cost of Services For Moving Only - Binding" is too long and does not accurately describe the services provided. The commenter recommends that N.J.A.C. 13:44D-4.3(b) be amended to change the title of this form to "Binding Estimate." The commenter contends that this is the title used by other states and the Federal Motor Carriers Safety Administration.

RESPONSE: The Director has changed N.J.A.C. 13:44D-4.3(b) upon adoption as the commenter recommended.

15. COMMENT: N.J.A.C. 13:44D-4.3(b) requires that a binding estimate include the information for a non-binding estimate pursuant to N.J.A.C. 13:44D-4.2(b)3 through 18. The commenter contends that a binding estimate does not need all of this information and recommends that N.J.A.C. 13:44D-4.3(b) be amended so that a binding estimate need not include the information required by N.J.A.C. 13:44D-4.2(b)11, 12, 13, and (b)15ii, iii, and iv. The commenter also recommends that N.J.A.C. 13:44D-4.3(b) be amended to remove reference to N.J.A.C. 13:44D-4.2(b)18 as this provision requires the signing of an estimate. The commenter points out that N.J.A.C. 13:44D-4.3(a) already imposes this requirement on binding estimates.

RESPONSE: The commenter contends that the following information is not necessary on a binding estimate: the information indicating how a licensee arrives at a charge based on an hourly rate; the information indicating how a licensee arrives at a charge based on weight; the information indicating how a licensee arrives at a charge based on cubic footage; the charge per container a licensee charges if he or she provides containers; fees for any materials used by a licensee when packing a container; and the estimated total charge for containers and packing and unpacking of these containers. The Director believes that consumers need this information when they are provided a binding estimate so that they can accurately determine the length of time a move will take and the services being provided by the licensee. The Director will not change N.J.A.C. 13:44D-4.3(b) as the commenter recommends. The Director also believes that N.J.A.C. 13:44D-4.3(b) should reference N.J.A.C. 13:44D-4.2(b)18, so as to ensure that licensees understand that binding estimates must be signed.

16. COMMENT: The commenter does not believe that a bill of lading used with a binding estimate should itemize all charges. If there are no changes to the binding estimate, a licensee should be allowed to enter only the total charge from the binding estimate on the bill of lading.

RESPONSE: The Director believes that every bill of lading should itemize the charges associated with a move so that consumers can easily understand those charges. The Director will not change N.J.A.C. 13:44D-4.3(d) to remove requirements that licensees itemize charges on a bill of lading for a move based on a binding estimate.

17. COMMENT: The commenter contends that there is no reason to have a separate estimate form for warehousing and recommends that the title for the form detailed in N.J.A.C. 13:44D-4.4(a)2 should be "Estimated Cost of Service for Moving or Warehousing - Non-Binding."

RESPONSE: N.J.A.C. 13:44D-4.4 sets forth requirements for individuals who are licensed as warehousemen. These individuals are not licensed to provide moving services and should not label their estimate forms in such a way as to indicate that they can offer moving services.

18. COMMENT: The commenter suggests that the following phrase be deleted from the "Estimates" section of N.J.A.C. 13:44D Appendix: "The mover will ask you to sign a non-binding estimate. You should sign and date it for your own protection."

RESPONSE: As a consumer's signature is not required on a non-binding estimate, the Director has changed the "Estimates" section of N.J.A.C. 13:44D Appendix upon adoption to remove reference to signatures.

19. COMMENT: The commenter suggests that the following phrase be deleted from the "Estimates" section of N.J.A.C. 13:44D Appendix: [page=1115] "or the weight has been estimated by the mover based on the cubic footage of your goods."

RESPONSE: As the Director has not changed N.J.A.C. 13:44D to prohibit licensees from estimating the weight of a consumer's goods, it would not be appropriate to change N.J.A.C. 13:44D Appendix as the commenter recommends.

20. COMMENT: The commenter recommends that the existing "Mover's Responsibility for Loss and Damage" section in the Appendix be deleted. The commenter suggests new language in this section that would indicate that consumers have three options for liability for items: legal liability of 60 cents per pound; increased valuation; or insurance.

RESPONSE: The commenter's suggested new language better reflects the options for coverage for loss of a consumer's goods in N.J.A.C. 13:44D-4.2 and the Director has changed the "Mover's Responsibility for Loss and Damage" section in N.J.A.C. 13:44D Appendix upon adoption as the commenter recommended.

21. COMMENT: The commenter recommends that the "Hourly Moves" section of N.J.A.C. 13:44D Appendix be amended to remove language that indicates that a consumer must sign a section of the bill of lading recognizing the starting and finishing times for a move charged by the hour. The commenter recommends that this be amended to indicate that a consumer should initial the start and finishing times.

RESPONSE: As this section later requires a consumer to initial the bill of lading, the Director has changed the "Hourly Moves" section of N.J.A.C. 13:44D Appendix to indicate that a consumer should provide his or her initials to recognize the start and finish time of the move.

22. COMMENT: The commenter recommends that the "Hourly Moves" section of N.J.A.C. 13:44D Appendix be amended to remove language that indicates that a consumer will add a separate charge for travel time. The commenter recommends that new language be adopted that indicates that the mover will add this charge.

RESPONSE: The Director believes that the existing language on travel time in the "Hourly Moves" section accurately describes the process of charging for travel time and the Director will not change N.J.A.C. 13:44D Appendix as the commenter recommends.

23. COMMENT: The commenter recommends that the "Hourly Moves" section of N.J.A.C. 13:44D Appendix be amended to remove language that indicates that a consumer should deduct time spent for lunch or for the breakdown of a vehicle. The commenter recommends that new language be adopted that indicates that the mover makes this deduction and that no deduction should be made for the breakdown of a vehicle.

RESPONSE: The Director believes that the existing language on deductions in the "Hourly Moves" section accurately describes the process of deducting for lunch or breakdowns of a vehicle and the Director will not change N.J.A.C. 13:44D Appendix to indicate that a mover makes this deduction. The Director has changed this section to indicate that deductions should be made for any time unrelated to detours or traffic.

24. COMMENT: The commenter recommends that the "Hourly Moves" section of N.J.A.C. 13:44D Appendix be amended to delete language that indicates that a consumer should deduct time spent in excess of normal time for a truck being lost en route to a consumer's new residence. The commenter recommends that new language be adopted that indicates that time should be deducted that is not related to detours or traffic. The commenter also suggests that new language be adopted that provides notice that moving vehicles are slower than cars and may not be allowed on certain roads or bridges and that indicates that consumers should provide movers with directions to the new residence and a cell phone number.

RESPONSE: The Director has changed the "Hourly Moves" section of N.J.A.C. 13:44D Appendix upon adoption to clarify when consumers should deduct time as the commenter recommended. The Director has not changed this section to state that consumers should provide movers with directions or a cell phone number. If licensees need this information, they should obtain it.

25. COMMENT: The commenter opposes permitting licensees to estimate the weight of a consumer's goods and recommends that the "Weight Moves" section of N.J.A.C. 13:44D Appendix be amended to remove any reference to estimated weights.

RESPONSE: As discussed in response to prior comments, the Director believes it is inappropriate to prohibit licensees from estimating the weight of a consumer's goods because there are not enough scales to allow for easy access to local scales. To require that step might result in an increase of costs to consumers. The Director will not change N.J.A.C. 13:44D Appendix to remove references to estimated weights.

26. COMMENT: The commenter recommends that the "Weight Moves" section of N.J.A.C. 13:44D Appendix be amended to remove the word "empty" from the phrase "the public mover will weigh its empty vehicle prior to the loading of your goods."

RESPONSE: The commenter's recommended change to the "Weight Moves" section provides greater protections for consumers in that it will not indicate that equipment used by a licensee must be removed during the weighing of a truck and therefore that this equipment would be considered part of a consumer's good when the full truck is weighed. As the recommended change provides greater consumer protection, the Director has changed the "Weights Moves" section of N.J.A.C. 13:44D Appendix upon adoption as the commenter recommended.

27. COMMENT: The commenter recommends that the "Weight Moves" section of N.J.A.C. 13:44D Appendix be

amended to remove language that indicates that a truck scale should have a seal on it showing that the scale is approved by the Bureau of Weights and Measures.

RESPONSE: The law requires that every scale used for commercial practices be certified by the Bureau of Weights and Measures. A seal from the Bureau of Weights and Measures indicates that a scale is certified. It would be inappropriate to remove this reference as it provides assurance that the scale used is providing a legitimate weight.

28. COMMENT: The commenter recommends that the "Payment and Delivery" section of N.J.A.C. 13:44D Appendix be amended to change the phrase "Check with your mover when he performs the physical survey ..." to "When your mover performs the physical survey ..." The commenter also recommends that the phrase "forms of payment he requires ..." be changed to "forms of payment he will accept ..."

RESPONSE: The commenters suggested changes to N.J.A.C. 13:44D Appendix do not provide additional clarity for the "Payment and Delivery" section and the Director will not change this section.

29. COMMENT: The "Payment and Delivery" section of N.J.A.C. 13:44D Appendix includes the phrase "unless you and your mover agreed to a binding estimate, the mover may charge you more than his estimate . . ." The commenter recommends that this phrase be deleted and replaced with the following: "The mover may charge you more than his estimate if there are any changes in items or services." The commenter also recommends that the following sentence be added to the end of this section: "You should have additional money available because the mover is not required to unload all your items without full payment."

RESPONSE: The commenter's recommended changes do not accurately reflect the status of the statutes and rules and the Director will not change N.J.A.C. 13:44D Appendix as the commenter recommends.

30. COMMENT: The commenter recommends that the word "usually" be deleted from the phrase "may require disconnection and usually special services ..." in the "Preparing Articles for Shipment" section of N.J.A.C. 13:44D Appendix.

RESPONSE: The Director agrees with the commenter that the word "usually" does not make sense in the phrase cited by the commenter. The Director has changed N.J.A.C. 13:44D Appendix upon adoption to delete this word.

31. COMMENT: The commenter recommends that the following sentences be deleted from the "Preparing Articles for Shipment" section of N.J.A.C. 13:44D Appendix: "Under no circumstances should you pack jewelry, money, valuable papers or items of sentimental value with your other belongings, or pack any matches, flammables, perishables, or other dangerous articles. The mover will not be responsible for these items should they be transported without his knowledge." The commenter recommends that these sentences be added to the "Mover's Responsibility" section of N.J.A.C. 13:44D Appendix.

RESPONSE: The Director believes that these sentences deal with preparing a consumer's goods for shipment and that they should remain in the "Preparing Articles for Shipment" section.

32. COMMENT: The commenter recommends that the "Glossary" section of N.J.A.C. 13:44D Appendix be deleted in order to save space. [page=1116] The commenter recommends that the definitions in the glossary could be put on the Division's website and a reference to these on-line definitions could be included in the brochure.

RESPONSE: The Director believes that the terms defined in the glossary provide necessary information to consumers, should be easily accessible, and should remain in N.J.A.C. 13:44D Appendix.

33. COMMENT: The commenter recommends that the phrase "means an addendum to the contract" be added to the definitions for "bill of lading" and "binding estimate." The commenter also recommends that the definition of "binding estimate" be amended to include the phrase "to perform only the services listed" at the end of the definition.

RESPONSE: The commenter's recommended changes do not comply with the definitions of "bill of lading" or "binding estimate" from N.J.S.A. 45:14D-2 and N.J.A.C. 13:44D-1.1.

34. COMMENT: The commenter recommends that the definition of "tariff" be amended to indicate that the charges in a tariff are the maximum rates a licensee can charge.

RESPONSE: The commenter's recommended changes do not comply with the definition of "tariff" from N.J.A.C. 13:44D-1.1.

Summary of Agency-Initiated Changes Upon Adoption

The telephone number and email address for the Division provided in the proposed amendments to N.J.A.C. 13:44D-4.10 and in N.J.A.C. 13:44D Appendix are incorrect. The Division is making changes to N.J.A.C. 13:44D-4.10 and the appendix upon adoption to provide the correct contact information.

Federal Standards Statement

A Federal standards analysis is not required because there are no Federal laws or standards applicable to the adopt-ed repeals, new rule, or amendments.

Full text text of the adopted amendments and new rule to N.J.A.C. 13:44D-2.1, 3.1, 4.1, 4.2, 4.3, 4.4, 4.5, 4.5A, 4.8, 4.14, and 4.15 follows (additions to proposal indicated in boldface with asterisks **thus**; deletions from proposal indicated in brackets with asterisks **[thus]**); in addition, full text of the adopted amendments to N.J.A.C. 13:44D Appendix also follows (additions to proposal indicated in italicized boldface with asterisks **thus**; deletions from proposal indicated in brackets with asterisks **[thus]**):

SUBCHAPTER 2. GENERAL LICENSE REQUIREMENTS

13:44D-2.1 License to engage in the business of public moving and/or storage

(a) (No change.)

(b) An applicant for licensure as a public mover and/or warehouseman shall submit to the Director:

1. (No change.)

2. Certificates of insurance evidencing coverage required by N.J.S.A. 34:15-77 and 78, and certificates of insurance evidencing coverage for the operation of motor vehicle equipment, cargo, storage facilities and property being held in storage, conditioned or providing for the payment of all judgments recovered against a public mover and/or warehouseman in the manner and amounts specified in N.J.A.C. 13:44D-4.7(e);

3.-5. (No change.)

(c)-(j) (No change.)

SUBCHAPTER 3. TARIFFS

13:44D-3.1 Tariffs

(a)-(b) (No change.)

(c) Each tariff shall consist of the following minimums:

1. A standard title page showing the complete name and address of the company, the type of service for which the tariff is being submitted (that is, public moving and warehousing, public moving only, warehousing only), the issue date and the effective date of the tariff and the officer or publishing agent issuing the tariff;

2.-4. (No change.)

5. Rate schedule shall include, but not be limited to, the following:

i.-ii. (No change.)

iii. The rates for each separate and distinct class of service rendered shall be filed as a separate schedule and shall begin on a separate sheet. The schedule of rates for each class of service shall have assigned to it a page or section number to facilitate any reference to the schedule;

6. The bill of lading regularly used by the public mover and/or warehousemen; and

7. (No change.) (

d) (No change.)

(e) No licensed public mover and/or warehouseman shall charge, demand, collect or receive a greater compensation for his or her service than specified in the tariff, except in the use of binding estimates, pursuant to N.J.S.A. 45:14D-29 and N.J.A.C. 13:44D-4.3.

(f) (No change.)

SUBCHAPTER 4. GENERAL PROVISIONS

13:44D-4.1 Forms

(a) The brochure set forth in N.J.A.C. 13:44D Appendix shall not be altered in any way, except that a licensed public mover and/or warehouseman may add information, such as a business name and logo to indicate the identity of the business that provided the brochure to a consumer. If a public mover and/or warehouseman places the name of his or her company on the brochure, the information required by N.J.A.C. 13:44D-2.5(a) must also appear on the brochure.

(b) When providing one of the documents required by N.J.A.C. 13:44D-4.2, 4.3 or 4.4, a public mover and/or warehouseman may use any form that contains both the information required by these rules and any format required by these rules. A public mover and/or warehouseman may add any information to a form consistent with the information required by N.J.A.C. 13:44D-4.2, 4.3 or 4.4 that appears on the form.

(c) Notwithstanding anything contained in this subchapter, the documents required by N.J.A.C. 13:44D-4.2, 4.3 and 4.4 need not include information about a service that a public mover and/or warehouseman does not offer and which is not included in his or her tariff.

(d) Notwithstanding anything contained in this subchapter, a licensed public mover and/or warehouseman may use forms that complied with the requirements of this chapter prior to *[(the effective date of this section)]* *April 2, 2012* until *[(six months from the effective date of this section)]* *April 2, 2013*.

13:44D-4.2 Moving contract: non-binding estimate

(a) Prior to entering into a contract to render services based on a non-binding estimate, every public mover shall issue the following to each consumer at least 24 hours prior to the date of the move:

1. A brochure entitled "Important Notice to Consumers Using Public Movers and Warehousemen," which is found at N.J.A.C. 13:44D Appendix and is incorporated herein by reference; and

2. A fully completed written estimate, entitled "Estimated Cost of Service for Moving or Warehousing - Non-Binding," which meets the requirements of (b) below, rendered after a physical inspection of the premises and the goods to be moved by the public mover. A public mover and/or warehouseman may employ an estimator to perform the physical inspection; however, no public mover and/or warehouseman shall employ an estimator who also represents any other public mover and/or warehouseman.

(b) The written estimate required by (a) above shall include:

1. The following statement, in boldface and at least 10 point font size: "Important notice: The charges indicated herein are estimated charges only.";
2. The following statement in bold and at least 10 point font size: "The charge for any services listed on this form shall not exceed the rate set forth in the public mover's tariff filed with the Division of Consumer Affairs.";
3. A statement as to what forms of payment (cash, money order, certified check, credit card, etc.) the public mover will accept;
4. The public mover's license number;
5. Date of the physical survey;
6. Name, address and telephone number of the public mover;
7. Name and phone number of the consumer;
8. The address at which the consumer's goods will be loaded and the address to which the consumer's goods will be moved. If a consumer's [page=1117] current address or the address to which the consumer's goods will be moved is other than a single family home, the form shall indicate the floor and whether there is elevator access to that floor;
9. Whether the move will entail carrying a consumer's goods for an unusually long distance and any fee for carrying the goods over this distance;
10. Date, or dates, of the move;
11. If the public mover is charging for the move based on an hourly rate:
 - i. The number of trucks and the per hour cost of each truck;
 - ii. The number of men and the per hour cost of each man;
 - iii. The estimated number of hours to complete the move;
 - iv. The total charge for trucks and men;
 - v. Travel time, in addition to actual time spent moving including any travel time from the public mover's offices to the address at which the consumer's goods will be loaded and from the address to which a consumer's goods are moved to the public mover's office, and any charge for travel time;
 - vi. Any packing and unpacking of containers, as indicated by (b)15 below, to be performed;
 - vii. Any accessorial, special or third-party services to be provided and the charge for those services;
 - viii. If insurance or increased valuation is included, the valuation amount, any deductible amount and the charge; and
 - ix. The estimated total charge for the move;
12. If the public mover is charging for the move based on the weight of the consumer's goods:
 - i. The estimated weight of the consumer's goods based upon the inventory of the consumer's items required by (b)17 below;
 - ii. If the public mover is estimating the weight of a shipment based upon the cubic footage of a consumer's goods, the

calculation of the weight based upon cubic footage;

iii. The estimated miles from the address at which consumer's goods will be loaded to the location to which the consumer's goods will be moved;

iv. The rate charged per hundredweight (cwt.);

v. Any packing and unpacking of containers, as indicated by (b)15 below, to be performed and the charge for packing and unpacking;

vi. Any accessorial, special or third-party services to be provided and the charge for those services;

vii. If insurance or increased valuation is included, the valuation amount, any deductible amount and the charge; and

viii. The estimated total charge for the move;

13. If the public mover is charging for the move based on the cubic footage of the consumer's goods:

i. The estimated cubic footage of the consumer's goods based upon the inventory of the consumer's items required by (b)17 below;

ii. The estimated miles from the address at which the consumer's goods will be loaded to the location that the consumer's goods will be moved;

iii. The transportation rate charged per cubic foot;

iv. Any packing and unpacking of containers, as indicated by (b)15 below, to be performed and the charge for packing and unpacking;

v. Any accessorial, special or third-party services to be provided and the charge for those services;

vi. If insurance or increased valuation is included, the valuation amount, any deductible amount and the charge; and

vii. The estimated total charge for the move;

14. If the public mover will store the consumer's goods:

i. The estimated weight or cubic footage of consumer's goods that will be stored based upon the inventory of the consumer's items required by (b)17 below;

ii. The rates for, and method of, storage;

iii. The monthly storage cost and *[for storage for more than 60 days,]* the *applicable* monthly sales tax charge;

iv. Any fee for warehouse handling-in and warehouse handling-out of consumer's goods;

v. A clear and conspicuous indication of any access fees;

vi. If insurance or increased valuation is included, the valuation amount, any deductible amount and the charge;

vii. Any fees for delivering goods to a final destination, or an indication that there is no fee for such delivery; and

viii. The address of the storage facility;

15. A description of any containers to be provided by the public mover, including the following, as applicable:

- i. The cubic footage of the containers to be used and the number of containers of each size;
 - ii. The charge per container;
 - iii. Fees for any materials used for packing, including any taxes; and
 - iv. The estimated total charge for containers and packing/unpacking;
16. The type, amount and cost of shipment coverage for loss or damage to consumer's goods, which shall be one of the following:
- i. Standard valuation of \$.60 per pound;
 - ii. Increased valuation; or
 - iii. Insurance purchased by consumer;
17. An inventory of each room in the consumer's house and a list with descriptions of the items in each room that will be moved, including a list of any items that must be disassembled and reassembled as part of the move; and
18. The signature of the public mover or estimator performing the physical survey.

(c) The public mover and the consumer shall enter into a contract at least 24 hours prior to the move by completing an order for service form. The order for service form, entitled "Order for Service with Non-Binding Estimate," shall include:

1. The name, address and telephone number of the public mover;
2. The public mover's license number;
3. If the public mover intends to use the services of an owner-operator to perform the move, the required notices or addendum pursuant to N.J.A.C. 13:44D-4.10;
4. The following information:
 - i. The phrase "Important Notice" in boldface and at least 20 point font size;
 - ii. The following statement, in boldface and at least 14 point font size: "Any estimate of charges previously furnished by the public mover is not a guarantee or representation that the actual charges will not be more *or less* than the amount of the estimate. The consumer acknowledges receipt of the brochure entitled 'Important Notice to Consumers Using Public Movers and Warehousemen' as ordered by the Director of the New Jersey Division of Consumer Affairs."; and
 - iii. The consumer's signature and the date;
5. The name and phone number of consumer;
6. The address at which the consumer's goods are to be loaded and the address to which the consumer's goods will be moved;
7. The date or dates of packing and the move;
8. The following information, in boldface and at least 10 point font size, with an indication as to which option the consumer has chosen:
 - i. The phrase "Shipment Protection Plans";

ii. The statement: "Property is not covered for fire or other peril unless option 2 or 3 below is selected.";

iii. The statement: "The public mover offers the following options in the event of loss or damage to your shipment. The-se options are described in the "Mover's Responsibility for Loss and Damages" section of the brochure entitled "Im-portant Notice to Consumers Using Public Movers and Warehousemen." You must select one of the following options:

Option 1: The consumer declines insurance and/or increased valuation. Any damages will be reimbursed at a value of \$.60 per pound per article.

Option 2: Increased valuation: The agreed or declared value of the property is specifically stated by the consumer and confirmed by his or her signature to be \$ _____ for: the entire shipment or only the following articles _____.

Option 3: The consumer orders insurance of \$ _____ including a deductible of \$ _____.";

9. The signature of the public mover; and

10. The signature of the consumer.

(d) After a move has been completed, the public mover shall issue a bill of lading to the consumer, entitled "Bill of Lad-ing," which shall contain:

1. The date or dates of the move;

2. The name, address and telephone number of the public mover;

3. The license number of the public mover;

[page=1118] 4. If the public mover used the services of an owner-operator to perform the move:

i. The name of the owner-operator; and

ii. The following statement in boldface and at least 10 point type: "The public mover is liable to the consumer for any services provided by the owner-operator.";

5. The name of the consumer;

6. The address where the consumer's goods were loaded onto the public mover's truck and the address to which the con-sumer's goods were delivered and the address of any additional stops;

[7. The time the moving vehicle arrived at the place the consumer was moving from and the time when the move was completed;]

[8.] *7.* If the public mover is charging for the move based on an hourly rate:

i. The number of trucks and the per hour cost of each truck;

ii. The number of men and the per hour cost of each man;

iii. The total number of hours spent loading the consumer's goods onto the truck(s), unloading the consumers goods from the truck(s) and providing packing, disassembly, unpacking or reassembly for the consumer;

iv. The time the moving vehicle arrived at the place the consumer was moving from and the time when the move was completed;

[iv.] *v.* Travel time, including any travel time from the public mover's offices to the address at which the consumer's goods were loaded and from the address where a consumer's goods were moved to the public mover's office, in addition to actual time spent moving and any charge for travel time;

[v.] *vi.* If packing is not included as part of the total number of hours under (d)8iii above, any packing and unpacking performed, with each item packed and unpacked set forth in an attached document;

[vi.] *vii.* Any accessorial, special or third-party services provided and the charge for those services; and

[vii.] *viii.* The final total charge for the move;

[9.] *8.* If the public mover is charging for the move based on the weight of the consumer's goods:

i. The weight of the consumer's goods;

ii. If the public mover is estimating the weight of a shipment based upon the cubic footage of a consumer's goods, the calculation of the weight based upon cubic footage;

iii. The mileage from origin to destination;

iv. The rate charged per hundredweight (cwt.);

v. Any packing and unpacking performed, with each item packed and unpacked set forth in an attached document, and the charge for packing and unpacking;

vi. Any accessorial, special or third-party services provided and the charge for those services; and

vii. The final total charge for the move;

[10.] *9.* If the public mover is charging for the move based on the cubic feet of the consumer's goods:

i. The cubic footage of the consumer's goods;

ii. The mileage from origin to destination;

iii. The rate charged per cubic foot;

iv. Any packing and unpacking performed, with each item packed and unpacked set forth in an attached document, and the charge for packing and unpacking;

v. Any accessorial or special services provided and the charge for those services; and

vi. The final total charge for the move;

[11.] *10.* If there are any items moved that are not on the inventory created during the estimate, or if any items included in that inventory were not moved, an addendum to the inventory listing those items, signed by the consumer and the public mover; and

[12.] *11.* The signature of the public mover.

(e) (No change in text.)

13:44D-4.3 Moving contract: binding estimate

(a) A public mover who is offering a binding estimate shall furnish the binding estimate in writing to the consumer or

other person responsible for payment of the charges for the mover's services. A binding estimate shall be furnished only after a physical inspection of the premises and the goods to be moved. The binding estimate shall be signed by the public mover and the consumer and a copy of the binding estimate shall be retained by the public mover and attached as an addendum to the bill of lading. A binding estimate shall clearly describe the property to be moved and all services to be provided.

(b) Prior to contracting to provide services pursuant to a binding estimate, every public mover shall issue to the consumer, at least 24 hours prior to the date of the move:

1. A brochure entitled "Important Notice to Consumers Using Public Movers and Warehousemen," which is found at N.J.A.C. 13:44D Appendix;

2. A binding estimate, entitled *["Estimated Cost of Services for Moving Only - Binding,"]* *["Binding Estimate,"]* which contains:

i. The following statement in boldface and at least 10 point font size: "If, at the time of the move, additional property is to be moved, or additional services are to be provided, or both, that are not provided for in the binding estimate, the mover shall not charge, demand, collect or receive greater compensation for those services than that specified in his filed tariff;" and

ii. The information required by N.J.A.C. 13:44D-4.2(b)3 through 18; and

3. An order for service, entitled "Order for Service With Binding Estimate," which complies with (c) below.

(c) The order for service required by (b)3 above shall contain:

1. The name, address and telephone number of the public mover;

2. The public mover's license number;

3. If the public mover intends to use the services of an owner-operator to perform the move, the required notice or addendum pursuant to N.J.A.C. 13:44D-4.10;

4. The following information:

i. The phrase "Important Notice" in boldface and 20 point font size;

ii. The following statement, in boldface and at least 14 point font size: "The consumer acknowledges receipt of the brochure entitled 'Important notice to Consumers Using Public Movers and Warehousemen,' as ordered by the Director of the New Jersey Division of Consumer Affairs."; and

iii. The consumer's signature and the date;

5. Name and phone number of the consumer;

6. The address at which the consumer's goods are to be loaded and the address to which the consumer's goods will be moved;

7. The following information, in boldface and at least 10 point font size, with an indication as to which option the consumer has chosen:

i. The phrase "Shipment Protection Plans";

ii. The statement: "Property is not covered for fire or other peril unless option 2 or 3 below is selected.";

iii. The statement: "The public mover offers the following options in the event of loss or damage to your shipment.

The-se options are described in the "Mover's Responsibility for Loss and Damages" section of the brochure entitled "Important Notice to Consumers Using Public Movers." You must select one of the following options:

Option 1: The consumer declines insurance and/or increased valuation. Any damages will be reimbursed at a value of \$.60 per pound per article.

Option 2: Increased valuation: The agreed or declared value of the property is specifically stated by the consumer and confirmed by his or her signature to be \$_____ for: the entire shipment or only the following articles _____.

Option 3: The consumer orders insurance of \$ _____ including a deductible of \$ _____.";

8. The signature of the public mover; and

9. The signature of the consumer.

(d) After a move has been completed, the public mover shall issue to the consumer a bill of lading, entitled "Bill of Lading," which shall contain the information required by N.J.A.C. 13:44D-4.2(d).

Recodify existing (c) and (d) as (e) and (f) (No change in text.)

13:44D-4.4 Warehousemen entering into a contract to provide services

(a) Prior to entering into a contract to render services, every warehouseman shall issue to each consumer:

[page=1119] 1. A brochure entitled "Important Notice to Consumers Using Public Movers and Warehousemen" which is found at N.J.A.C. 13:44D Appendix;

2. A non-binding final estimated cost of services form, entitled "Estimated Cost of Services for Warehousing - Non-Binding," which contains the information detailed in N.J.A.C. 13:44D-4.2(b) as it applies to warehousemen;

3. An order for service form, entitled "Order for Service with Non-Binding Estimate," which contains the information detailed in N.J.A.C. 13:44D-4.2(c) as it applies to warehousemen; and

4. A warehouse receipt, entitled "Non-Negotiable Warehouse Receipt and Inventory," which shall contain:

i. The name of the warehouseman;

ii. The address and telephone number of the warehouseman;

iii. The warehouseman's license number;

iv. The name and phone number of consumer;

v. The method of storage (weight or cubic footage) and the weight or cubic footage of the consumer's goods that will be stored by that method;

vi. The rates for storage;

vii. The monthly storage cost;

viii. Any fees for warehouse handling-in and warehouse handling-out for consumer's goods;

ix. Any access fees;

- x. The address of the storage facility;
- xi. A list with descriptions of the items that are being stored;
- xii. The signature of the warehouseman; and
- xiii. The signature of the consumer.

13:44D-4.5 Combination of Order for Service and estimate forms

A public mover and/or warehouseman may combine the order for service and the estimate forms, binding or non-binding, into one document. If a public mover and/or warehouseman combines the order for service and estimate forms into one form it shall contain the same information as required by N.J.A.C. 13:44D-4.2(b) and (c), for non-binding estimates or N.J.A.C. 13:44D-4.3(b)2 and 3, for binding estimates. The consumer shall sign the form twice, once for the order for service and once for the estimate with the purpose for each signature clearly indicated on the form.

13:44D-4.6 Legal liability

(a)-(c) (No change.) (

d) An order for service shall specifically state the public mover's and/or warehouseman's liability. Any limitation shall be null and void and the public mover and/or warehouseman shall be subject to full liability if any of the following occurs:

1. The public mover and/or warehouseman fails to present an Order for Service form that contains the information required by N.J.A.C. 13:44D-4.2(c), 4.3(b) or 4.4(a) at least 24 hours prior to providing moving and/or storing services;
2. The public mover and/or warehouseman fails to provide the consumer with the brochure entitled "Important Notice to Consumers Using Public Movers," in accordance with N.J.A.C. 13:44D-4.2(a), 4.3(b) or 4.4(a);
3. (No change.)
4. The public mover contracts with an owner-operator and does not provide written notice to the consumer as required by N.J.A.C. 13:44D-4.10(d).

13:44D-4.7 Insurance

(a)-(g) (No change.)

(h) All required insurance filings shall be made at the Office of Regulated Business, Division of Consumer Affairs, 124 Halsey Street, PO Box 45028, Newark, New Jersey 07101.

(i)-(j) (No change.)

Recodify existing 13:44D-4.6 and 4.7 as 13:44D-4.8 and 4.9

(No change in text.)

13:44D-4.10 Use of an owner-operator

(a)-(c) (No change.)

(d) A contracting public mover shall provide written notice to the consumer if the contracting public mover is using an owner-operator to perform moving services for the consumer on behalf of the public mover. This written notice shall be provided to the consumer as part of the order for service issued by the contracting public mover pursuant to N.J.A.C. 13:44D-4.2(b) or 4.3(b)3, or as an addendum to the order for service and shall include:

1. The definition of "owner-operator" from N.J.A.C. 13:44D-1.1; and
2. A statement indicating that the contracting public mover is liable for any services provided by the owner-operator.

(e) A contracting public mover using the services of an owner-operator shall provide to the consumer, prior to the move, the following information on the contracting public mover's letterhead:

1. The name of the owner-operator who will be providing services; and
2. The telephone number (*[973-504-6442 or 973-504-6512]* *973-504-6200*) and email address (*[buonannov@dca.lps.state.nj.us and toney-elm@dca.lps.state.nj.us]** AskConsumerAffairs@dca.lps.state.nj.us *) to contact the Division of Consumer Affairs with questions and complaints regarding the use of an owner-operator.

f) A contracting public mover shall remain responsible under N.J.A.C. 13:44D-4.2 or 4.3 and shall not permit an owner-operator to perform a physical survey or issue an estimate or order for service to a consumer.

(g) A public mover shall add any owner-operator who provides moving services for the public mover as an additional covered insured under the public mover's insurance policies, which he or she is required to hold pursuant to N.J.S.A. 45:14D-25 and N.J.A.C. 13:44D-4.7.

(h) A public mover shall contract only with an owner-operator who presents the public mover with proof that the owner-operator has secured and maintained insurance coverage that covers him or her for workers' compensation liabilities pursuant to (i) below.

(i) An owner-operator shall make sufficient provision for the complete payment of any obligation that he or she may incur to an injured employee, or his or her dependents, pursuant to N.J.S.A. 34:15-1 et seq., by obtaining adequate insurance from any stock company or mutual association authorized to transact the business of employer's liability or workers' compensation insurance in this State pursuant to N.J.S.A. 34:15-78.

(j) (No change.)

Recodify existing 13:44D-4.9 through 4.13 as 13:44D-4.11 through 4.15

(No change in text.)

13:44D-4.16 Claims procedures

(a)-(c) (No change.)

(d) Where the claim involves the loss, damage or destruction of the entire shipment, the consumer is liable for only the insurance premiums agreed upon in accordance with N.J.A.C. 13:44D-4.14.

(e) (No change.)

13:44D-4.17 Short-notice move or warehousing

(a) Pursuant to N.J.A.C. 13:44D-4.2, 4.3 and 4.4, a public mover and/or warehouseman shall not perform a move, or provide warehouse property, on the same day a consumer contacts the mover and/or warehouseman except as provided in (b) below.

(b) (No change.)

(c) A public mover and/or warehouseman who performs a short-notice move or warehousing shall issue all forms required by N.J.A.C. 13:44D-4.2, 4.3 and 4.4, as appropriate. A public mover and/or warehouseman who performs a short-notice move or warehousing need not provide documents 24 hours prior to the move as required by N.J.A.C.

13:44D-4.2, 4.3 and 4.4.

(d) (No change.)

APPENDIX

IMPORTANT NOTICE TO CONSUMERS USING PUBLIC MOVERS AND WAREHOUSEMEN

FORWARD

...

For your protection, please obtain the complete and correct name, business address, license number*,* and telephone number of the mover [page=1120] and/or warehouseman who is to transport and/or store your shipment. If you are moving from one location to another within the State of New Jersey, the mover you engage must be licensed by the State of New Jersey. To confirm that the mover you engage is licensed, please call *[1 (973) 504-6442 or 1 (973) 504 6512]* *1 (973) 504-6200*.

...

ESTIMATES

...

A non-binding estimate is not a contract and will not bind you to using that mover. *[The mover will ask you to sign a non-binding estimate. You should sign and date it for your own protection.]* The costs assigned in a non-binding estimate will not exceed the tariff rates that the mover has filed with the Office of Consumer Protection. Remember that the mover cannot determine exactly what your move will cost until the move is complete (if the charge is based on an hourly rate) or until the shipment is weighed, or the weight has been estimated by the mover based upon the cubic footage of your goods (if the charge is based on weight). The estimate may increase, for example, if you decide to move additional items, failed to pack the goods you said you would pack, or if moving your goods into your new home is time-consuming because you failed to tell the mover you were moving to the third floor of a building or that he could not park his truck immediately outside.

A binding estimate is a contract which contains a calculation of the cost of a move and requires the mover to perform the moving services listed for the price shown on the binding estimate form. A binding estimate must describe the goods to be moved and the accessorial services to be performed. A mover who uses a binding estimate may charge you more than his tariff rates. The benefit of using a binding estimate for you is that you will know exactly what your move will cost for the moving services described on the binding estimate, because the mover cannot charge you any more than his binding estimate unless you ask for additional services on the day of the move.

...

MOVER'S RESPONSIBILITY FOR LOSS AND DAMAGE

*[Unless you have additional insurance, the mover is, in most cases, only required to reimburse you for any damages to your belongings at the rate of \$.60 per pound. For example, if you have a vase valued at \$ 1,000 but it only weighs two pounds, the mover is, in most cases, only required to reimburse you the sum of \$ 1.20. For your own protection, consider discussing with your insurance agent whether you should purchase additional coverage, either from an insurance company or through the mover, or confirm that an existing insurance policy would protect your goods in transit or storage. If you decide to purchase insurance through the mover, the mover must issue you a certificate of insurance (sometimes called "an advice of coverage") as proof of purchase which must be fully completed with all the policy's terms.

When purchasing insurance, consider:

1. Whether to insure for actual or replacement value. For example, if you purchased a sofa in 1996 for \$ 500.00, do you want to insure it at actual value (\$ 500.00) or replacement value (probably a higher figure).
2. Whether you want to insure for the total valuation of your shipment. For example, if your total shipment value is \$ 50,000, and you only take out \$ 25,000 in insurance, you will only receive half the value of any damaged item.

A public mover may contract with you for increased valuation for loss or damage for all items, or specific items, being moved. The amount of increased valuation a mover may offer is limited by the amount of cargo liability insurance the mover carries. A public mover may contract with his or her insurance company to increase cargo liability insurance for an individual move in order to cover increased valuation offered for that individual move.]*

*The mover's liability for items is limited to the type of shipment protection plan you select on the order for service, regardless of the value of an item. If you decide to select increased valuation or insurance directly from your mover, in most cases, you must agree to or declare the total value of everything that will be moved. That value would be the maximum you would be paid in the event of a total loss of all items.

OPTION 1: There is no charge for this coverage, but in most cases, it will not provide sufficient coverage. Unless you have additional insurance, the mover is, in most cases, only required to reimburse you for any damage to your belongings at the rate of \$.60 per pound. For example, if you have a vase valued at \$ 1,000 but it only weighs two pounds, the mover is, in most cases, only required to reimburse you the sum of \$ 1.20.

OPTION 2: Increased valuation: A mover may contract with you for increased valuation by agreeing to increase his legal liability limit for loss or damage, replacing the \$.60 per pound option. No insurance policy will be issued since, under increased valuation, a mover agrees to increase his liability limit in the event of loss or damage. The mover is able to secure the proper limits of coverage through his cargo liability insurance carrier to support the increased valuation agreement. Obtaining a certificate of insurance from the mover indicating an adequate cargo liability limit of coverage prior to the move is recommended.

OPTION 3: For your own protection, consider whether you should purchase additional coverage, either from an insurance company or through the mover, or confirm that an existing insurance policy would protect your goods in transit or storage. If you decide to purchase insurance through the mover, the mover must issue you a certificate of insurance (sometimes called "an advice of coverage") as proof of purchase which must be fully completed with all the policy's terms and deductibles.*

LOST OR DAMAGED ARTICLES

Be sure to check your goods as they are delivered. You should note any lost articles or damages on the bill of lading which you will sign on completion of the delivery. If you discover other loss or damage, report this to your mover immediately because the mover is not required by law to handle claims made more than 90 days after the move. If you suspect your goods have been stolen, you should report this to the police immediately and obtain a copy of the police report.

BILL OF LADING

Upon completion of the move, you should obtain from the public mover a bill of lading signed by you and the public mover. Be sure that this shows the public mover's name, address, license number and telephone number at which you can reach the public mover, the location from and to which your goods were moved, the date of loading and date of de-livery. The bill of lading will list all the actual charges you have to pay for services rendered by the mover.

HOURLY MOVES

If the public mover's rates are determined by the hour, the mover will require you to *[sign]* *initial* for the start and finish time of the actual working hours (subject to the mover's minimum number of hours). You will note and initial on the bill of lading the time your truck arrives at your origin and again note and initial the time the men finish unloading, reassembling *,* and arranging all furniture. To this time you will add the appropriate travel time, if travel time is

applied, and deduct for time spent by the movers for lunch or *[for time spent for any breakdown of the vehicle, and for any time spent in excess of normal for the truck being "lost"]* *for any time unrelated to detours or traffic encountered* en route to your new residence. *Be aware that trucks are slower than cars and are not allowed on many roads and that trucks may be required to detour around low or weight restricted bridges.* Any accessorial charges will be in addition to the hourly charges.

WEIGHT MOVES

If the public mover's transportation charges are determined on the basis of weight of your shipment and miles traveled, the public mover will either weigh your goods to determine their NET WEIGHT or estimate the weight based upon the cubic footage of your goods. A mover who provides the NET WEIGHT of your goods will weigh its *[empty]* vehicle prior to the loading of your goods. This weight will be the TARE WEIGHT. After loading your goods, the vehicle will again be weighed and this is the GROSS WEIGHT. The difference between the GROSS WEIGHT and the TARE WEIGHT is the NET WEIGHT. The NET WEIGHT is the weight for which you will pay transportation charges. If [page=1121] your shipment weighs less than 1,000 pounds, the mover may weigh it prior to loading by using a portable scale or use an estimated weight based on cubic feet. Some movers may have minimum weight requirements. The weight tickets obtained by the mover must have a seal on them showing that the truck scale used is approved by the NJ Bureau of Weights and Measures. You are permitted to follow the loaded truck to the weigh station to view your weighing.

USE OF AN OWNER-OPERATOR

A public mover may arrange for an owner-operator to provide the moving services which the public mover has contracted to provide. The public mover is liable to the consumer for any services provided by the owner-operator. An owner-operator will use a public mover's forms. If the public mover arranges for an owner-operator to provide moving services, the public mover must advise the consumer in writing as part of an order for service or an addendum to an order for service.

A public mover may not use an owner-operator to perform an estimate.

...

PREPARING ARTICLES FOR SHIPMENT

Some articles such as stoves, refrigerators, washing machines, dryers, computers, copiers, flat screen televisions*,* and other electronic devices, may require disconnection and *[usually]* special servicing to protect their mechanisms during shipment. Similarly, some items, such as pool tables and grandfather clocks, may need special handling to protect them during shipments. It is your responsibility to have this done. Some public movers, upon request, will arrange to have this service done at your expense. You should arrange to take down all blinds, draperies, window cornices, mirrors*,* and other items attached to the walls, and to take up carpets which are tacked down. The charge for such service is not included in the transportation charge and may be performed by the public mover only at an extra per-hour charge. The mover should be advised prior to your moving date that these services are needed. Under no circumstances should you pack jewelry, money, valuable papers*,* or items of sentimental value with your other belongings, or pack any matches, flammables, perishables*,* or other dangerous articles. The mover will not be responsible for these items should they be transported without his knowledge.

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TARIFFS

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Public Movers and Warehousemen are regulated by the Office of Consumer Protection, 124 Halsey Street, PO Box 45028, Newark, NJ 07101. If you have a question concerning the mover or warehouseman, or wish to lodge a complaint, please call *[1 (973) 504-6442 or 1 (973) 504-6512]* *1 (973) 504-6200*. You may also visit The Office

of Consumer Protection's website at www.state.nj.us/lps/ca/ocp.htm.

GLOSSARY OF MOVING TERMINOLOGY

...

"Tariff" means a schedule of rates and charges for the storage or transportation of property in intrastate commerce on file with the Director, which shall be used, except in the use of binding estimates by movers, in computing all charges on the storage or transportation of property as of the date of the time in storage or transportation.

...