

PLEASE READ

Rules and regulations of the New Jersey Division of Consumer Affairs (Division), the boards and committees in, and other units of, the Division are codified in Title 13 of the New Jersey Administrative Code, published by LexisNexis. Notices of proposal and notices of adoption are printed in the New Jersey Register, also published by LexisNexis. The official text of the rules and regulations and their regulatory history and notices of rule proposals and adoptions can be found through LexisNexis.

- **LexisNexis:** <https://www.lexisnexis.com/en-us/gateway.page>

The text of rules and regulations and notices of proposal and adoptions in PDF format provided on this website by the Division are unofficial courtesy copies, which may differ from the official text. Though every effort is made to ensure that the text of courtesy copies is identical to the official version, if any discrepancies exist between the text on this website and the official version, the official version will govern.

NEW JERSEY ADMINISTRATIVE CODE
TITLE 13
LAW AND PUBLIC SAFETY
CHAPTER 44D
PUBLIC MOVERS AND WAREHOUSEMEN

CHAPTER TABLE OF CONTENTS

SUBCHAPTER 1. DEFINITIONS	4
13:44D-1.1 Words and phrases defined	4
SUBCHAPTER 2. GENERAL LICENSE REQUIREMENTS	7
13:44D-2.1 License to engage in the business of public moving and/or storage	7
13:44D-2.2 Change of address, business name, or telephone number	8
13:44D-2.3 Designation of agent	9
13:44D-2.4 Fees	9
13:44D-2.5 Advertising	10
13:44D-2.6 Place of business	10
13:44D-2.7 Names used to offer moving and/or warehousing	11
13:44D-2.8 Disconnection of unlicensed mover's telephone	12
SUBCHAPTER 3. TARIFFS	12
13:44D-3.1 Tariffs.....	12
SUBCHAPTER 3A OFFICE GOODS.....	14
13:44D-3A.1 Office goods	14
SUBCHAPTER 4. GENERAL PROVISIONS	16
13:44D-4.1 Forms.....	16
13:44D-4.2 Moving contract: non-binding estimate	17
13:44D-4.3 Moving contract: binding estimate	26
13:44D-4.3A (Reserved)	28
13:44D-4.4 Warehousemen entering into a contract to provide services	28
13:44D-4.5 Combination of Order for Service and estimate forms.....	30
13:44D-4.5A Auditing bill of lading	30
13:44D-4.6 Legal liability.....	30
13:44D-4.7 Insurance.....	31
13:44D-4.8 Withholding a shipment.....	33
13:44D-4.9 Subcontracting	34
13:44D-4.10 Use of an owner-operator.....	34
13:44D-4.11 Occupational misconduct.....	36
13:44D-4.12 Labor and equipment.....	37
13:44D-4.13 Warehousing	37
13:44D-4.14Collection of tariff charges where the shipment has been destroyed	38

13:44D-4.15 Liability for damage to consumer's goods 38

13:44D-4.16 Claims procedures..... 39

13:44D-4.17 Short-notice move or warehousing 39

SUBCHAPTER 5. (Reserved)..... 40

APPENDIX..... 40

APPENDIX B (Reserved) 47

APPENDIX C (Reserved) 47

APPENDIX D (Reserved)..... 47

APPENDIX E (Reserved) 47

APPENDIX F (Reserved)..... 47

APPENDIX G (Reserved)..... 47

APPENDIX H (Reserved)..... 48

SUBCHAPTER 1. DEFINITIONS

13:44D-1.1 WORDS AND PHRASES DEFINED

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise.

"Advertising" means any attempt directly or indirectly by publication, dissemination, solicitation, endorsement or circulation or in any other way to induce directly or indirectly any person or entity to purchase or enter into an agreement to purchase services or goods from a licensee.

"Agent" means the appointee of the public mover or warehouseman who shall be a party upon whom notice may be served along with the principal public mover or warehouseman.

"Bill of lading" means a document evidencing the receipt of goods for shipment issued by a person engaged in the business of transporting or forwarding goods, and includes an airbill.

"Binding estimate" means a contract which contains a calculation of the cost of a move made after the mover has made a physical survey which clearly describes the goods to be moved and the accessorial services to be performed and which binds the mover to the charges shown on the binding estimate form.

"Brochure" means a printed, informational booklet to be provided to each prospective consumer by the public mover and/or warehouseman.

"Consumer" means the person contracting with a public mover and/or warehouseman for moving and/or storage services.

"Contracting public mover" means a licensed public mover who contracts with an owner-operator to provide any mover's service of the licensed public mover.

"Director" means the Director of the Division of Consumer Affairs.

"Estimate" means an approximation made by the public mover and/or warehouseman of the cost of the shipment and/or storage.

"Gross weight" means the weight of a moving vehicle once it has been loaded with a consumer's goods.

"Long-term lease" means a lease entered into for at least one year.

"Moving vehicle" means any vehicle, machine, tractor, truck or semitrailer, or any combination thereof, propelled, driven or drawn by mechanical power and used upon the public highways in the transportation of household goods, office goods and special commodities in intrastate commerce. For purposes of this section, "moving vehicle" shall not include a passenger vehicle; that is, a station wagon.

"Net weight" means the weight of a consumer's goods. The net weight is arrived at by subtracting the tare weight from the gross weight.

"Office goods" means personal effects, fixtures, furniture, equipment, stock and supplies or other property usually used in or as part of the stock of any office, or commercial, institutional, professional, or other type of establishment, when it is transported or put into storage by virtue of its removal, in whole or in part, from one location to another.

"Order for Service" means the contract which the consumer must receive from a public mover and/or warehouseman at least 24 hours prior to the move.

"Owner-operator" means a person who owns, leases or rents one or more motor vehicles and who uses the vehicles to provide mover's services for a contracting public mover.

"Power unit" means that component of a moving vehicle that has the mechanical workings of a truck and the cabin where the driver operates the vehicle or the entire truck if it is comprised of only one piece, such as a van. "Power unit" does not mean a detachable trailer.

"Public mover" means any person who engages in or holds him or herself out to the general public as engaging in the transportation of household goods, as defined by N.J.S.A. 45:14D-2(e); office goods, as defined by N.J.S.A. 45:14D-2(k); or special commodities, as defined by

N.J.S.A. 45:14D-2(q) by motor vehicle for compensation in intrastate commerce between points in this State, including the moving of household goods, office goods or special commodities from one location to another at a single address, and any person who engages in the performance of accessorial services as defined by N.J.S.A. 45:14D-2(a). "Public mover" does not include an owner-operator.

"Shipment" means property tendered by a consumer, and accepted by the carrier, at one place of origin and at one time, for one consignee at one destination, and covered by one bill of lading.

"Short-notice moving or warehousing" means performing a move, or warehousing property, on the same day that a consumer requests services from a public mover and/or warehouseman.

"Storage" means the safekeeping of property in a depository for compensation.

"Subcontracting" means the transfer by a public mover, with the prior approval of the consumer, of any bill of lading to another licensed public mover to perform services initially contracted by the original public mover.

"Tare weight" means the weight of an empty moving vehicle prior to the loading of a consumer's goods.

"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.

"Warehouse receipt" means a receipt given to a consumer by a warehouseman for all of the consumer's goods stored in the warehouseman's facility.

"Warehousemen" means a person engaged in the business of storage.

SUBCHAPTER 2. GENERAL LICENSE REQUIREMENTS

13:44D-2.1 LICENSE TO ENGAGE IN THE BUSINESS OF PUBLIC MOVING AND/OR STORAGE

- a) No license to engage in the business of public moving and/or storage shall be issued or remain in effect unless the applicant owns or leases pursuant to a long-term lease at least one moving vehicle.

- b) An applicant for licensure as a public mover and/or warehouseman shall submit to the Director:
 - 1) A fully completed application for licensure accompanied by the required fee;

 - 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) A fully executed, filed tariff as specified in N.J.A.C. 13:44D-3.1; and

 - 4) A copy of all vehicle registration(s) issued to the applicant by the New Jersey Motor Vehicle Commission or, in the case of vehicles subject to a long-term lease, a copy of the signed lease agreement.

- c) The initial license shall be issued to a qualified applicant if it is found that the applicant is fit, willing and able to perform the service of a public mover and/or warehouseman, to conform to the provisions of the Public Movers and Warehousemen Licensing Act, N.J.S.A. 45:14D-1 et seq., and pays the required fee as specified in N.J.A.C. 13:44D-2.4.

- d) All licenses shall be renewable annually. Prior to the end of each renewal period, the Director shall send out renewal notices to all licensees. Licensees shall submit a completed renewal form and the renewal fee as specified in N.J.A.C. 13:44D-2.4 to the Director prior to the expiration date of the license.

- e) The original license shall be prominently displayed by the public mover or warehouseman at the principal place of business with copies displayed at all other such offices, warehouses and/or facilities maintained by the licensee within this State.

- f) A duly certified copy of the license issued by the Director shall be carried on each truck, tractor, trailer or semitrailer or combination thereof at all times when the vehicle is being used in the performance of moving and/or storage services.
- g) All commercial vehicles used in the practice of public moving shall be marked in conspicuous lettering, at least three inches in height, on the passenger and driver side of the truck cab, and the passenger and driver side of the truck's trailer, with the following information:
 - 1) The name of the licensee;
 - 2) The words "License number" or "Lic. #" followed by the letters and numbers as they appear on the license certificate; and
 - 3) The name of the registered owner or lessee of the vehicle, if it is different than the name required under (h)1 above.
- h) A licensee may perform only those services for which licensure has been granted:
 - 1) A licensee granted a license to engage only in the business of public moving shall not engage in the business of warehousing;
 - 2) A licensee granted a license to engage only in the business of warehousing shall not engage in the business of public moving; and
 - 3) A licensee granted a license to engage in the businesses of public moving and warehousing is entitled to render both services.
- i) Performing services for which licensure has not been granted is a violation of N.J.S.A. 45:14D-9(a) and is subject to the penalty provisions of N.J.S.A. 45:14D-7, 45:14D-16 and/or 45:14D-20.

13:44D-2.2 CHANGE OF ADDRESS, BUSINESS NAME, OR TELEPHONE NUMBER

- a) A licensed public mover and/or warehouseman shall notify the Director in writing of any change of mailing address, permanent place of business address or business name from that currently registered with the Director and shown on the most recently issued license. Such notice shall be given not later than 30 days following the change of mailing address, permanent place of business address or business name.

- b) A licensed public mover and/or warehouseman shall notify the Director in writing of any change of business telephone number from that currently registered with the Director. Such notice shall be given not later than 30 days following the change of telephone number.
- c) In addition to the requirements of (a) and (b) above, all licensees who change their business name and/or permanent place of business shall, within 60 days of the change, update all vehicle signage as required by N.J.A.C. 13:44D-2.1(h) and notify the Director in writing that the signage has been changed.
- d) A licensee shall notify the Director within 30 days, in writing, if there is a change in ownership in his or her moving company.

13:44D-2.3 DESIGNATION OF AGENT

- a) No public mover and/or warehouseman shall operate under a license until he or she has designated an agent and provided a street address and municipality upon which service of process, notices and/or orders may be made pursuant to N.J.S.A. 45:14D-1 et seq.
- b) The designated agent shall be an individual, who is neither the owner, director or principal of the company and who is a resident of the State of New Jersey.
- c) The Director shall be notified, in writing, within 30 days of a change of designated agent.
- d) Service of process to the designated agent shall be deemed adequate notice for the purposes of N.J.A.C. 1:1-7.1 and the commencement of any disciplinary proceedings.

13:44D-2.4 FEES

- a) Fees for initial licenses, renewal licenses and copies of licenses shall be as follows:
 - 1) Initial license..... \$400.00
 - 2) Renewal license (one year) \$400.00
 - 3) Copy of license (per copy) \$ 35.00
 - 4) Late renewal fee (0 to 30 days)..... \$100.00
 - 5) Reinstatement fee (31 to 60 days) \$200.00

13:44D-2.5 ADVERTISING

- a) All advertising by licensees shall include the licensee's:
- 1) Full licensed name;
 - 2) License number; and
 - 3) Permanent place of business in New Jersey and a New Jersey telephone number.
- b) Advertising shall not be misleading as to the services that the licensee is authorized to render. If a licensee is authorized to perform only public moving or warehousing, the advertising shall not include language that states or implies that the licensee is authorized to render both public moving and warehousing services.
- 1) A licensee authorized only to provide public moving services shall not use advertising that includes the terms "warehouse," "warehousing," "storage," "storing," "depository," "repository" or other language which indicates that warehousing services may be rendered by that licensee.
 - 2) A licensee authorized only to provide warehousing services shall not use advertising that includes the terms "mover," "moving," "cargo," "carrier," "shipper," "shipping," "lading," "relocation" or other language that indicates that the services of a public mover may be rendered by that licensee.
- c) A licensee who uses advertising that is misleading as to the services that the licensee is authorized to render shall be deemed to have engaged in the use or employment of dishonesty, fraud, deception, misrepresentation, false promise or false pretense pursuant to N.J.S.A. 45:14D-7(b) and shall be subject to discipline by the Director pursuant to N.J.S.A. 45:14D-7, 45:14D-16 and 45:14D-20.

13:44D-2.6 PLACE OF BUSINESS

- a) A licensee shall maintain a permanent bona fide place of business in the State of New Jersey wherein:
- 1) All original business records and forms related to a licensee's business dealings shall be kept; and
 - 2) A representative shall be present and authorized to act on behalf of the licensee and to accept or process necessary documents. The representative shall be present and

available for a minimum of 20 hours per week between the hours of 7:00 A.M. to 7:00 P.M.

- b) A licensee shall conspicuously post a notice on the premises of his or her permanent place of business that includes:
 - 1) The telephone number of a representative available to handle consumer inquiries for a minimum of 20 hours per week; and
 - 2) The schedule of a minimum of 20 hours per week when a representative will be present and available at the place of business.
- c) A post office box or a mail-drop location shall not constitute a permanent place of business for the purposes of this chapter.
- d) For the purpose of this section, "conspicuously post" shall mean a placement location that will permit the average consumer to read the notice required in this section without having to enter the premises of the licensee's place of business.

13:44D-2.7 NAMES USED TO OFFER MOVING AND/OR WAREHOUSING

- a) Any name used by a licensee to offer moving and/or warehousing services in New Jersey shall not be misleading as to the services that the licensee is authorized to render.
 - 1) A licensee authorized only to provide public moving services shall not use a name that includes the terms "warehouse," "warehousing," "storage," "storing," "depository," "repository," or other language that indicates that warehousing services may be rendered by that licensee.
 - 2) A licensee authorized only to provide warehousing services shall not use a name that includes the terms "mover," "moving," "cargo," "carrier," "shipper," "shipping," "lading" or other language that indicates that the services of a public mover may be rendered by that licensee.
- b) A licensee who violates (a) above shall be deemed to have engaged in the use or employment of dishonesty, fraud, deception, misrepresentation, false promise or false pretense pursuant to N.J.S.A. 45:14D-7(b) and shall be subject to discipline by the Director pursuant to N.J.S.A. 45:14D-7, 45:14D-16 and 45:14D-20.

13:44D-2.8 DISCONNECTION OF UNLICENSED MOVER'S TELEPHONE

- a) The Director shall, pursuant to the provisions of N.J.S.A. 45:14D-26, notify the Board of Public Utilities of the business location and telephone number of any public mover that does not have a valid license issued, or renewed, by the Director.
- b) When notified by the Director of the business location and telephone number of any public mover that does not have a valid license issued, or renewed, by the Director, the Board of Public Utilities shall, pursuant to the provisions of N.J.S.A. 45:14D-27, order the servicing telecommunications company of the public mover to disconnect that mover's commercially listed telephone number.
- c) When ordered by the Board of Public Utilities pursuant to (a) and (b) above, the telecommunications company shall, pursuant to the provisions of N.J.S.A. 45:14D-28, disconnect the mover's commercially listed telephone number.

**SUBCHAPTER 3.
TARIFFS**

13:44D-3.1 TARIFFS

- d) Every public mover and/or warehouseman shall file with the Director a tariff or tariffs indicating the rates, charges, classification ratings, and terms and conditions of the public mover and/or warehouseman. A copy of the tariff filed with the Director shall be kept open for public inspection in all offices and facilities of licensees where a request for moving and/or storage services may be made. The tariff shall be readily accessible to the public at all times during normal business hours and whenever requested by any person the tariff shall be produced for immediate inspection. No regulated services shall be rendered unless specifically provided for in the tariff.
- e) The tariff shall be filed with the Director no more often than on a semiannual basis, with the first filing to be received by the Director no later than April 1 and the second no later than October 1. Filings made promptly and accepted by the Director will become effective as of May 1 and November 1 respectively. If a mover chooses not to change his or her tariff at any given filing period, the previously filed tariff shall remain in effect. All tariffs shall conform to the following requirements:
 - 1) Tariffs format shall be eight and one-half inches wide and 11 inches long with a one and one-half inch margin on the left-hand side;
 - 2) The printing shall be of a legible size not less than eight points and must use paper and ink;

- 3) The name of the company shall appear on the top of each page officially filed or submitted to the Director as well as any page to be used by the licensee. Page numbers shall appear in the upper right-hand corner and the issue date and effective date shall appear in the upper left-hand corner of the page;
 - 4) No exception to these requirements shall be permitted without prior written approval of the Director.
- f) 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) Each tariff shall have an index giving the page number, item number, and any other identifying reference for each subject found in the tariff. If any specific commodities for which special rates are indicated are contained in the tariff, they shall also be properly indexed, giving the page number and item numbers for each;
 - 3) Each tariff shall contain a definition section for all term abbreviations, and reference marks used in the tariff;
 - 4) Standard terms and conditions shall indicate in clear and concise language all services and privileges covered by the rates. These standard terms and conditions shall be a separate and distinct part of the tariff; and
 - 5) Rate schedule shall include, but not be limited to, the following:
 - i) For public movers: combination weight and mileage rates, hourly rates, increased valuation rates and any other rates charged.
 - ii) For warehousemen: storage fees, warehouse fees, dock fees, access fees, and any other rates and fees as may be charged.
 - 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.

- g) Corrections in the filed tariff shall only be permitted during the period between the filing date and the effective date and shall be subject to the written approval of the Director. The Director has the right to review any filed tariff with respect to any inconsistencies or unclear or contradictory language or terms and conditions and order the deletion or amendment of the same.
- h) 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.

SUBCHAPTER 3A OFFICE GOODS

13:44D-3A.1 OFFICE GOODS

- a) A public mover and/or warehouseman who is providing moving or storage services for office goods shall not be required to comply with the following rules, with respect to those services:
- 1) N.J.A.C. 13:44D-3.1, pertaining to tariffs;
 - 2) N.J.A.C. 13:44D-4.2, pertaining to moving contract: non-binding estimate;
 - 3) N.J.A.C. 13:44D-4.3, pertaining to moving contract: binding estimate;
 - 4) N.J.A.C. 13:44D-4.4, pertaining to warehousemen entering into a contract to provide services;
 - 5) N.J.A.C. 13:44D-4.5, pertaining to combination of order for service and estimate forms;
 - 6) N.J.A.C. 13:44D-4.6(d), pertaining to liability listed in order for service form;
 - 7) N.J.A.C. 13:44D-4.8, pertaining to withholding a shipment;
 - 8) N.J.A.C. 13:44D-4.9, pertaining to subcontracting;
 - 9) N.J.A.C. 13:44D-4.10(d), pertaining to written notice regarding use of an owner-operator;
 - 10) N.J.A.C. 13:44D-4.10(f), pertaining to responsibility of licensed public mover when using the services of an owner-operator;

- 11) N.J.A.C. 13:44D-4.11, pertaining to occupational misconduct;
 - 12) N.J.A.C. 13:44D-4.12, pertaining to labor and equipment;
 - 13) N.J.A.C. 13:44D-4.13, pertaining to warehousing; and
 - 14) N.J.A.C. 13:44D-4.17, pertaining to short-notice move or warehousing.
- b) A public mover and/or warehousemen who limits his or her business to moving or storing of office goods shall not be required to comply with the following rules:
- 1) N.J.A.C. 13:44D-2.1(a), pertaining to truck ownership or leasing requirements;
 - 2) N.J.A.C. 13:44D-2.1(e), license display requirements;
 - 3) N.J.A.C. 13:44D-2.1(g), pertaining to decal requirements;
 - 4) N.J.A.C. 13:44D-2.1(h), pertaining to truck labeling requirements;
 - 5) N.J.A.C. 13:44D-2.1(i), pertaining to offering of service limitations;
 - 6) N.J.A.C. 13:44D-2.5, pertaining to advertising;
 - 7) N.J.A.C. 13:44D-2.6, pertaining to place of business;
 - 8) N.J.A.C. 13:44D-2.7, pertaining to names used to offer moving and/or warehousing;
 - 9) N.J.A.C. 13:44D-3.1, pertaining to tariffs;
 - 10) N.J.A.C. 13:44D-4.2, pertaining to moving contract: non-binding estimate;
 - 11) N.J.A.C. 13:44D-4.3, pertaining to moving contract: binding estimate;
 - 12) N.J.A.C. 13:44D-4.4, pertaining to warehousemen entering into a contract to provide services;
 - 13) N.J.A.C. 13:44D-4.5, pertaining to combination of order for service and estimate forms;
 - 14) N.J.A.C. 13:44D-4.6(d), pertaining to liability listed in order for service form;

- 15) N.J.A.C. 13:44D-4.8, pertaining to withholding a shipment;
 - 16) N.J.A.C. 13:44D-4.9, pertaining to subcontracting;
 - 17) N.J.A.C. 13:44D-4.10(d), pertaining to written notice regarding use of an owner-operator;
 - 18) N.J.A.C. 13:44D-4.10(f), pertaining to responsibility of licensed public mover when using the services of an owner-operator;
 - 19) N.J.A.C. 13:44D-4.11, pertaining to occupational misconduct;
 - 20) N.J.A.C. 13:44D-4.12, pertaining to labor and equipment;
 - 21) N.J.A.C. 13:44D-4.13, pertaining to warehousing; and
 - 22) N.J.A.C. 13:44D-4.17, pertaining to short-notice move or warehousing.
- c) When applying for a license, a public mover and/or warehouseman who limits his or her business to moving or storing of office goods shall submit the documentation required by N.J.A.C. 13:44D-2.1(b)1, 2 and 3 and shall comply with the mandates of N.J.A.C. 13:44D-2.1(c) and (d). Such a public mover and/or warehouseman shall not be required to submit the documentation required by N.J.A.C. 13:44D-2.1(b)4.

SUBCHAPTER 4. GENERAL PROVISIONS

13:44D-4.1 FORMS

- a) The brochure set forth in 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 or 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 in 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 services that a public mover and/or warehouseman does not offer 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 brochures that complied with the requirements of the chapter Appendix prior to April 6, 2015 until April 6, 2016.
- e) When a public mover and/ or warehouseman is providing moving services for a shipment that consists solely of office goods, he or she shall not be required to issue the brochure entitled "Important Notice to Consumers" required by N.J.A.C. 13:44D-4.2, 4.3 and 4.4 or to use the estimate required by N.J.A.C. 13:44D-4.2(b) or 4.3(b), or the order for service required by N.J.A.C. 13:44D-4.2(c) or 4.3(b).
- f) Any of the documents required by N.J.A.C. 13:44D-4.2, 4.3, or 4.4 may be completed and stored in an electronic format.
- g) A public mover and/or warehouseman who completes a document required by N.J.A.C. 13:44D-4.2(b) or (c), or 4.3(b) or (c), electronically pursuant to (f) above shall provide the consumer with a printout of the document at least 24 hour prior to the date of the move.
- h) A public mover and/or warehouseman who completes a document electronically pursuant to (f) above shall sign the document electronically and shall ensure that the consumer provides electronic signatures on documents required by N.J.A.C. 13:44D-4.2(c), 4.3(c), or 4.4(a)4.
- i) A warehouseman who completes a document required by N.J.A.C. 13:44D-4.4 electronically pursuant to (f) above shall provide the consumer with a printout of the document prior to rendering services.

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 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 that 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 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 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 \$1.00 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. These options are described in the "Mover's Responsibility for Loss and Damages" section of the brochure entitled "Important 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 \$1.00 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 Lading," 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;
 - 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 consumer's goods were delivered and the address of any additional stops;
- 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;
 - 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;
 - 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;
 - vii) Any accessorial, special or third-party services provided and the charge for those services; and
 - viii) The final total charge for the move;
- 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) The mileage from origin to destination;
 - iii) The rate charged per hundredweight (cwt.);

- 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, special or third-party services provided and the charge for those services; and
 - vi) The final total charge for the move;
- 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;
- 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
- 11) The signature of the public mover.
- e) Prior to the commencement of a move, a public mover shall provide a certificate of insurance to a consumer who has ordered insurance through the public mover.
- f) Except as set forth in (h) below, if a public mover's transportation charges are determined on the basis of the weight of a consumer's shipment, the public mover shall provide the consumer, upon completion of the move, with two weight tickets, one showing the weight of the empty truck (tare weight) and a second showing the weight of the truck after the truck has been loaded with the consumer's goods (gross weight). The weight tickets shall have a

seal on them showing that the scale used is certified by the New Jersey Office of Weights and Measures.

- g) If a public mover's transportation charges are determined on the basis of the weight of a consumer's shipment, the consumer shall be permitted to observe the loaded truck being weighed.
- h) If a public mover's transportation charges are determined on the basis of the weight of a consumer's shipment and the consumer's shipment (net weight) weighs less than 1,000 pounds, a public mover may use a portable scale that is certified by the New Jersey Office of Weights and Measures. A public mover who uses a portable scale to weigh a consumer's shipment shall provide the consumer with weigh tickets showing the weight of the shipment (net weight).

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 "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. These 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 \$1.00 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).
- e) If, at the time of the move, additional services not listed in the binding estimate are requested by the consumer the mover may perform those additional services and charge for them pursuant to his or her filed tariff. If additional services are added, the binding estimate remains a contract between the mover and the consumer for those services listed in the binding estimate.
- f) Within seven days of performing a move a public mover shall issue a certificate of insurance to a consumer who has ordered insurance through the public mover.

13:44D-4.3A (RESERVED)

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:
 - 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-4.5A AUDITING BILL OF LADING

- a) A bill of lading shall be audited by the licensee within seven days of the completion of a move.
- b) A bill of lading employed in the storage of property shall be audited by a licensee within seven days of release of the property.

13:44D-4.6 LEGAL LIABILITY

- a) The public mover and/or warehouseman may, by contract with the consumer, limit liability for loss or damage to goods in storage or in transit. The minimum amount to which a public mover and/or warehouseman may limit liability is \$1.00 per pound per article.
- b) A public mover and/or warehouseman may contract with a consumer for increased valuation for loss or damage for all items, or specific items, being moved or stored. A public mover and/or warehouseman who offers increased valuation shall limit the amount of increased valuation to the amount of his or her cargo liability insurance, except as provided in (c) below. For instance, if a public mover and/or warehousemen has cargo liability insurance that covers \$25,000 per accident for loss or damage to property being transported, he or she shall offer no more than \$25,000 of increased valuation.
- c) A public mover and/or warehouseman may offer increased valuation that exceeds his or her cargo liability insurance if he or she contracts to increase cargo liability insurance to an amount that covers the increased valuation. For instance, if a public mover and/or warehousemen offers \$50,000 of increased valuation and has cargo liability insurance that only covers \$25,000, he or she shall arrange for his or her insurance policy to cover \$50,000 for that one move.

- 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) A court or administrative finding has been made that the loss of or damage to the consumer's goods was the result of gross negligence and/or gross incompetence on the part of the mover and/or warehouseman and/or his or her agents or employees, whether as to the actual handling of goods or in the failure to provide appropriate security to prevent loss by theft; or
 - 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) Every licensed public mover and/or warehouseman shall secure, maintain and file with the Director a certificate of insurance from an insurance company authorized and licensed to do business in this State covering the motor vehicle, cargo, storage facilities and property being held in storage for the amounts set forth in (b) below, conditioned or providing for payment of all judgments recovered against such public mover and/or warehouseman.
- b) The minimum amounts of coverage a public mover shall secure and maintain are:
- 1) Cargo liability coverage at the rate of \$1.00 per pound per article, which, at a minimum, covers:
 - i) For loss or damage to property being transported (cargo liability insurance) on any vehicle: \$25,000 per accident; and
 - ii) For loss or damage to or aggregate of losses or damages of or to property occurring at any one time and place: \$50,000; and
 - 2) Bodily injury liability, property damage liability:

- i) Limit for bodily injuries to or death of one person: \$25,000;
 - ii) Limit for bodily injuries to or death of all persons injured or killed in any one accident: \$100,000, subject to a maximum of \$25,000 for bodily injuries or death of one person; and
 - iii) Limit for loss or damage in any one accident to property of others (excluding cargo): \$10,000.
- c) The minimum amounts of coverage for warehousemen are:
- 1) Warehousemen liability coverage at the rate of \$1.00 per pound per article.
- d) The mover and/or warehouseman shall file with the Director in triplicate, on forms substantially similar to those determined by the National Association of Regulatory and Utilities Commissioners (NARUC) and promulgated by the Federal Motor Carrier Safety Administration (FMCSA), containing the following:
- 1) Bodily injury and property damage liability on Form E;
 - 2) Cargo Insurance on Form H;
 - 3) Notice of cancellation of insurance policies on Form K; and
 - 4) Notice of cancellation of workers' compensation insurance policies on a form provided by the Compensation Rating and Inspection Bureau of the Department of Banking and Insurance.
- e) Every licensed public mover and/or warehouseman transporting and/or storing property for compensation shall make sufficient provision for the complete payment of any obligation which 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 one of the following methods:
- 1) Licensees may obtain adequate insurance from any stock company or mutual association authorized to transact the business of employer's liability or worker's compensation insurance in this State pursuant to N.J.S.A. 34:15-78, and must file a certificate of that coverage with the Director; or
 - 2) Licensees may self-insure against worker's compensation liability by obtaining a written order granting an exemption from insuring the whole or any part of such liability from the

Commissioner of Banking and Insurance pursuant to N.J.S.A. 34:15-77, a copy of which must be filed with the Director.

- f) If a public mover uses the services of owner/operators, the insurance policies of a public mover holds pursuant to (b) above shall cover the public mover's liability for acts or omissions of the owner/operators used by the public mover.
- g) Every certificate of insurance shall contain a provision for continuing liability and shall provide that cancellation thereof shall not be effective unless and until at least 30 days' notice of intention to cancel in writing has been received by the Director.
- 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) Where a consumer requests the public mover and/or warehouseman to obtain increased coverage, specifically insurance, and the consumer pays the premium for the increased coverage, the public mover and/or warehouseman shall furnish the consumer with a certificate of insurance. Such certificate shall include the following:
 - 1) The name of the insurance company issuing the additional coverage;
 - 2) The policy number;
 - 3) The certificate number;
 - 4) The date;
 - 5) The valuation amount;
 - 6) The premium amount; and
 - 7) The amount, if any, of any deductible for which the consumer would be liable.
- j) The public mover and/or warehouseman shall inform the Director, within 30 days, if an insurance policy lapses, is revoked or is not renewed for any reason.

13:44D-4.8 WITHHOLDING A SHIPMENT

- a) A public mover shall not withhold all or any part of a shipment if:

- 1) The moving contract is based on a binding estimate and the consumer or other person responsible for payment of charges pays the amount of the binding estimate in full, or the consumer or other person responsible for payment of charges offers to pay the amount of the binding estimate and the mover refuses to accept the amount offered; or
 - 2) The moving contract is not based on a binding estimate and the mover does not disclose in the Order for Service that the mover may withhold all or part of the shipment for non-payment of the freight bill.
- b) A mover violating any provision of this section shall be liable, pursuant to N.J.S.A. 45:14D-29(d), to a civil penalty of not less than \$1,000 nor more than \$5,000 for a first violation and not less than \$5,000 nor more than \$10,000 for each subsequent violations. The penalty prescribed in this section shall be collected and enforced by summary proceedings pursuant to “the penalty enforcement law” (N.J.S.A. 2A:58-1 et seq.) N.J.S.A. 45:14D-22.

13:44D-4.9 SUBCONTRACTING

- a) A public mover shall only subcontract to another public mover.
- b) A public mover shall only subcontract if the mover is unable to perform the move on the promised date due to forces and circumstances beyond his or her control and the consumer agrees, in writing, to the subcontracting.
- c) If a mover wishes to obtain a consumer's permission to subcontract the mover shall provide the consumer, in writing, with the nature of the relationship between the original public mover and the subcontracted public mover.
- d) The original public mover shall remain responsible for the services provided by the subcontracted public mover.

13:44D-4.10 USE OF AN OWNER-OPERATOR

- a) A public mover may enter into a written contract with an owner-operator for the owner-operator to provide moving services to a consumer with whom the public mover has contracted to perform moving services.
- b) A contracting public mover shall be liable to the consumer for any service provided by the owner-operator.
- c) A contracting public mover may permit an owner-operator to use the forms of the contracting public mover.

- 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 of 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 (973-504-6200) and email address (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) A contracting public mover shall maintain as part of its records:

- 1) The contract between the public mover and the owner-operator, which includes a copy of documents indicating that the owner-operator owns, leases or rents one or more motor vehicles, which the owner-operator will use to provide moving services;
- 2) Proof that the public mover's insurance includes the owner-operator as an additional covered insured; and
- 3) A copy of the current insurance policies that the owner-operator maintains pursuant to (h) and (i) above.

13:44D-4.11 OCCUPATIONAL MISCONDUCT

- a) A public mover shall be deemed to have engaged in occupational misconduct within the meaning of N.J.S.A. 45:14D-7(f) if the mover engages in the following:
 - 1) Books and/or attempts to perform a move where the mover knew or should have known that a moving vehicle of adequate size and containing adequate equipment to accommodate the consumer's goods and any necessary moving equipment would not be or in fact was not available to the mover on the scheduled date of the move;
 - 2) Fails to arrive at the consumer's premises on the promised date of service and perform all contracted-for services; or
 - 3) Fails to notify the consumer of the impossibility of meeting the promised date of service by written notice or by telephone no later than 12:00 noon on the promised date, or, if impractical under the circumstances, at the earliest possible time, and fails to offer the consumer the option of:
 - i) Accepting service at a specified later time;
 - ii) Allowing a subcontractor to perform the moving services;
 - iii) Accepting substituted service by another licensed carrier. In the event this option is accepted the consumer shall be charged according to the filed tariff of the public mover performing the substituted service; or
 - iv) Cancelling the moving contract and receiving a refund of all monies paid on account for the contract less any reasonable charges for services already rendered based solely on the rates and charges set forth in the public mover's tariff.

- b) For the purposes of this section, "impossibility of meeting the promised date of service" shall refer to forces beyond the control of the public mover including, but not limited to, such things as acts of nature and labor stoppage.

13:44D-4.12 LABOR AND EQUIPMENT

A public mover shall supply only such labor and equipment which would reasonably be expected to be necessary to properly perform the moving services indicated on the original estimated cost of services form. Any changes in the number of men and/or amount or type of equipment to be employed or utilized must be approved in writing and in advance by the consumer and the public mover.

13:44D-4.13 WAREHOUSING

- a) The exact address of the warehouse, where the consumer's goods are to be stored shall be indicated on the estimated cost of services form, bill of lading, if any, and warehouse receipt. In the event the consumer's goods are to be moved, in whole or in part, to another warehouse, the public mover and/or warehouseman shall, 30 days in advance of the transfer, notify the consumer by registered mail and provide him or her with the address of the proposed warehouse and any differences in insurance coverage between the contracted-for warehouse and the new proposed warehouse. The public mover and/or warehouseman shall also, in advance of any transfer, secure the consumer's written approval or grant the consumer the option of removing his or her possessions without penalty.
- b) Any public mover and/or warehouseman utilizing a self-storage facility shall so notify the consumer in writing before entering into a contract for storage.
- c) A public mover and/or warehouseman shall give the consumer no less than 30 days written notice by registered mail before increasing the fees to be charged for storage and shall provide the consumer the option of removing goods from storage without penalty prior to increasing such fees.
- d) A public mover and/or warehouseman shall provide the consumer access to his or her possessions and goods upon 48 hours notice to the public mover and/or warehouseman. The public mover and/or warehouseman may require payment of all outstanding charges and access fees, as provided by his or her tariff, before allowing the consumer access.
- e) A public mover and/or warehouseman shall not store the goods of a consumer engaged in an intra-State move in an out-of-State warehouse.

- f) A building, any part of which is being used for the storage of goods, shall meet all state and local building and fire codes.

13:44D-4.14 COLLECTION OF TARIFF CHARGES WHERE THE SHIPMENT HAS BEEN DESTROYED

The public mover shall not collect, or require a consumer to pay, any tariff charges on any shipment that is totally lost or destroyed. The consumer shall, however, remain liable for any and all insurance premiums agreed upon by the consumer and the public mover.

13:44D-4.15 LIABILITY FOR DAMAGE TO CONSUMER'S GOODS

- a) The public mover and/or warehouseman shall be liable for physical loss, destruction, or damage to any articles of the consumer during transit and/or storage, except when:
- 1) The damage was caused by the consumer or was the result of the consumer's negligence;
 - 2) The damage was caused by a defect in the article, including any susceptibility to damage because of exposure to any changes in temperature or humidity which were not caused by the public mover or warehouseman;
 - 3) The damage was caused by a hostile or warlike action occurring in a time of peace or war.
 - 4) After warning the consumer of the possibility or likelihood of damage, because of strikes, lockouts, labor disturbances, riots, or civil commotions, the consumer, in a signed writing, instructs the public mover or warehouseman to proceed with the transportation or storage notwithstanding such risks; or
 - 5) The damage was caused by an act of God.
- b) Where the basis for excusing the liability of any public mover and/or warehouseman is based upon any portion of (a) above, the burden shall rest with the public mover and/or warehouseman to prove the truth of allegations to the satisfaction of the Director unless the consumer, in a signed and notarized writing, agrees to the public mover's and/or warehouseman's claims.
- c) The public mover or warehouseman shall not be liable for any loss or damage occurring after the property has been delivered to the consumer or the consumer's authorized agent.

13:44D-4.16 CLAIMS PROCEDURES

- a) If a consumer wishes to file a claim for damage to goods occurring during a move or while in storage, the consumer shall so notify the public mover and/or warehouseman in writing. Within seven days of receiving such notification, the public mover and/or warehouseman shall forward to the consumer the appropriate claim forms.
- b) All claims for loss, damage or overcharge shall be submitted in writing to the public mover and/or warehouseman within 90 days of the consumer's receipt of his or her goods. All claims shall be accompanied by the original paid bill of lading.
- c) Where the claim involves either overcharging or partial loss, damage or destruction of a consumer's goods, the consumer shall pay in full the amount appearing on the original bill and shall submit the paid bill or original paid bill of lading with the written claim, pursuant to (a) above.
- d) The public mover and/or warehouseman and consumer shall settle all claims within 90 days of the receipt of the completed claim form. This 90 day period may be extended by 30 days if both the public mover and/or warehouseman and the consumer agree in writing to an extension. The public mover shall maintain the signed agreement to extend this period in his or her records for two years.

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) A public mover and/or warehouseman may only perform a short-notice move or warehousing if:
 - 1) The consumer has been evicted from his or her residence or office and needs to move or store his or her property within 24 hours of the eviction;
 - 2) The consumer's residence or office has been damaged by fire and he or she needs to move or store his or her property within 24 hours of the fire;
 - 3) The consumer contracted for a move or warehousing on that day and the other mover and/or warehouseman did not arrive to perform the move or warehousing; or
 - 4) The total cost to the consumer of the move or warehousing, including tips or gratuities, will not exceed \$500.00.

- 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) A public mover and/or warehouseman who performs a short-notice move shall obtain documentary proof that the consumer was evicted from the residence or office, had to move on account of a fire, had contracted with another mover for a move on that day or that the cost of the move or warehousing did not exceed \$500.00. The public mover and/or warehouseman shall maintain this documentary evidence as part of his or her records for at least three years.

SUBCHAPTER 5. (RESERVED)

APPENDIX

IMPORTANT NOTICE TO CONSUMERS USING PUBLIC MOVERS AND WAREHOUSEMEN

FORWARD

Please read this brochure carefully. The public mover and/or warehouseman you have engaged is required by law to provide this brochure to you.

For your protection, please obtain the complete and correct name, business address, license number and telephone number of the mover 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) 504-6200.

ESTIMATES

The mover is required to physically survey your goods prior to calculating an estimate. After physically surveying your goods, a mover is required by law to provide to you a written estimate of the costs of a move at least 24 hours prior to conducting a move. The only exception to this is when the mover is performing a "short-notice move." Please ask the mover to include all charges he will make on the estimate. The mover may offer you either a "binding estimate" or a "non-binding estimate." The estimate form you receive should clearly indicate whether the estimate is binding or non-binding.

A non-binding estimate is not a contract and will not bind you to using that mover. 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 (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 move 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, because the mover cannot charge you any more than his binding estimate unless you ask for additional services on the day of the move.

When a mover is performing a short-notice move, he is still required by law to physically survey your goods and provide a written estimate. The mover is not, however, required to provide this estimate 24 hours prior to the move. A mover performing a short-notice move may provide an estimate on the day of the move. A short-notice move may only be performed if you have been evicted and you need to move your property within 24 hours of the eviction, your residence or office has been damaged by fire and you need to move your property within 24 hours of the fire, you contracted with another mover and he didn't arrive or the total cost to you for the move does not exceed \$500.00. The mover is required to follow all other statutes and regulations regarding moving when providing a short-notice move. A mover performing a short-

notice move will offer you either a binding estimate or a non-binding estimate; these estimates are identical to estimates given under normal circumstances, except they do not need to be provided 24 hours prior to the move.

MOVER'S RESPONSIBILITY FOR LOSS AND DAMAGE

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 \$1.00 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 \$2.00.

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 \$1.00 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 the date of delivery. 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 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 applicable, and deduct for time spent by the movers for lunch or 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 weigh your goods to determine their NET WEIGHT. A mover who provides the NET WEIGHT of your goods will weigh its 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 your shipment weighs less than 1,000 pounds, the mover may weigh it prior to loading by using a portable scale. 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.

PAYMENT AND DELIVERY

The mover usually requires payment in cash, money order or certified check. Check with your mover when he performs the physical survey of your goods as to what form of payment he requires so that you are prepared to pay on the day of the move. Unless you and your mover agreed to a binding estimate, the mover may charge you more than his estimate; you should be prepared to pay more than the 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 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.

PACKING

You may pack your own belongings into boxes, crates, etc. or you may have the mover pack your goods for you. Please remember that the mover is not responsible for damage to any goods you pack yourself. The mover can also refuse to transport goods you have packed yourself if he feels he cannot transport them safely. When the mover performs the physical survey, make sure you ask whether the charge for packing and unpacking are included in the price. If you decide to pack your goods yourself, remember that the mover will charge you more than the estimate if you fail to pack all your goods in time and the mover has to do this for you.

TARIFFS

Every mover must file a document containing his rates charges and rules called a “tariff” with the State. Tariffs are open to public inspection and you may examine them at the mover’s office or the Office of Consumer Protection, by appointment, during normal business hours. The mover may only require you to pay his charges as listed in the tariff with 2 exceptions: (1) he may always charge you less than his tariff; and (2) he may charge more than his tariff if you have agreed in advance to a binding estimate. No mover may impose a charge unless it is listed in his tariff. Such charges may include packing and unpacking, providing boxes and packing materials, specific charges for large or heavy items such as pianos or snowmobiles.

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) 504-6200. You may also visit the Office of Consumer Protection's website at www.njconsumeraffairs.gov/pmw/Pages/default.aspx.

GLOSSARY OF MOVING TERMINOLOGY

“Bill of lading” means a receipt given to a consumer by the public mover for all of the cargo picked up from the consumer by the public mover and moved to another point.

“Binding estimate” means a contract which contains a calculation of the cost of a move made after the mover has made a physical survey which clearly describes the goods to be moved and the accessorial services to be performed and which binds the mover to the charges shown on the binding estimate form.

“Increased valuation” means a process by which a public mover and a consumer agree that all items, or specific items, in a shipment will be reimbursed for loss or damage by the mover at a rate greater than the standard \$1.00 per pound.

“Non-binding estimate” means an approximation made by the public mover and/or warehouseman of the cost of the shipment and/or storage made after a physical survey.

“Order for Service” means the contract which the consumer receives from a public mover and/or warehouseman at least 24 hours prior to the move with a non-binding estimate.

“Owner-operator” means a person who owns, leases or rents one or more motor vehicles and who uses the vehicle to provide mover’s services for a contracting public mover.

“Short-notice move” means performing a move on the same day that a consumer requests services from a public mover and/or warehouseman.

“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.

“Warehouse receipt” means a receipt given to a consumer by a warehouseman for all of the consumer’s goods stored in the warehouseman’s facility.

**APPENDIX B
(RESERVED)**

**APPENDIX C
(RESERVED)**

**APPENDIX D
(RESERVED)**

**APPENDIX E
(RESERVED)**

**APPENDIX F
(RESERVED)**

**APPENDIX G
(RESERVED)**

**APPENDIX H
(RESERVED)**
