

Amended by R.2012 d.069, effective April 2, 2012.
See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

In (c)1, deleted a comma following the second occurrence of "tariff" and substituted "issuing" for "using"; in (c)5iii, substituted a semicolon for a period at the end; in (c)6, inserted "and" at the end; and in (e), substituted "licensed public mover and/or warehouseman" for "licensee" and updated the N.J.A.C. reference.

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 warehouseman 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 movers 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 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 April 2, 2012 until April 2, 2013.

(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).

New Rule, R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

Former N.J.A.C. 13:44D-4.1, Moving contract: non-binding estimate, recodified to N.J.A.C. 13:44D-4.2.

Amended by R.2013 d.002, effective January 7, 2013.

See: 44 N.J.R. 2035(a), 45 N.J.R. 35(a).

Added (e).

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 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 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. 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 \$.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 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 consumer's 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. 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;

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.

Amended by R.1995 d.9, effective January 3, 1995.

See: 25 N.J.R. 5449(a), 27 N.J.R. 125(a).

Petition for Rulemaking.

See: 35 N.J.R. 5169(b), 5446(b).

Amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Rewrote the section.

Recodified from N.J.A.C. 13:44D-4.1 and amended by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

Rewrote the section. Former N.J.A.C. 13:44D-4.2, Moving contract: binding estimate, recodified to N.J.A.C. 13:44D-4.3.

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

Recodified from N.J.A.C. 13:44D-4.9 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Inserted "public" preceding "mover" in the second sentence and substituted "consumer" for "shipper" throughout.

Recodified from N.J.A.C. 13:44D-4.12 by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

Former N.J.A.C. 13:44D-4.14, Claims procedures, recodified to N.J.A.C. 13:44D-4.16.

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.

Amended by R.1999 d.237, effective August 2, 1999.

See: 31 N.J.R. 1288(a), 31 N.J.R. 2223(b).

In (b), substituted a reference to the Director for a reference to the Board.

Recodified from N.J.A.C. 13:44D-4.10 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Substituted "and/or" for "or" and substituted references to consumers for references to shippers throughout.

Recodified from N.J.A.C. 13:44D-4.13 by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

Former N.J.A.C. 13:44D-4.15, Short-notice move or warehousing, recodified to N.J.A.C. 13:44D-4.17.

Case Notes

When residential goods are damaged in shipment, public mover must disprove negligence. *Kovner v. Banfield*, 243 N.J.Super. 542, 580 A.2d 1090 (A.D.1990).

Documents were insufficient to disprove negligence. *Kovner v. Banfield*, 243 N.J.Super. 542, 580 A.2d 1090 (A.D.1990).

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) 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) 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.

Amended by R.1999 d.237, effective August 2, 1999.

See: 31 N.J.R. 1288(a), 31 N.J.R. 2223(b).

In (e), substituted a reference to the Director for a reference to the Board.

Recodified from N.J.A.C. 13:44D-4.11 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Rewrote the section.

Administrative correction.

See: 36 N.J.R. 3297(a).

Recodified from N.J.A.C. 13:44D-4.14 and amended by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

In (d), updated the N.J.A.C. reference.

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.

New Rule, R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Recodified from N.J.A.C. 13:44D-4.15 and amended by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

In (a) and (c), updated the N.J.A.C. references.

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, 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.

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 \$.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 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 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 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 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.

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.state.nj.us/lps/ca/ocp.htm.

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 \$.60 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.

Repeal and New Rule, R.2004 d.203, effective June 7, 2004.
See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Amended by R.2009 d.43, effective January 20, 2009.
See: 40 N.J.R. 2412(a), 41 N.J.R. 621(a).

Added the section “Use of an Owner-Operator”; and in the “Glossary of Moving Terminology”, added the definition “Owner-operator”.

Amended by R.2010 d.104, effective June 21, 2010.

See: 41 N.J.R. 3200(a), 42 N.J.R. 1236(a).

In the introductory paragraph of “MOVER’S RESPONSIBILITY FOR LOSS AND DAMAGE”, substituted “coverage, either” for the third occurrence of “insurance”, inserted “an insurance company or through” and inserted a comma preceding “or confirm”; added the last paragraph of “MOVER’S RESPONSIBILITY FOR LOSS AND DAMAGE”; and in the “GLOSSARY OF MOVING TERMINOLOGY”, added definition “Increased valuation”.

Recodified from N.J.A.C. 13:44D Appendix A and amended by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

Rewrote the appendix.

APPENDIX B

(RESERVED)

Repeal and New Rule, R.2004 d.203, effective June 7, 2004.
See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Repealed by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

APPENDIX C

(RESERVED)

New Rule, R.2004 d.203, effective June 7, 2004.
See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Former N.J.A.C. 13:44D Appendix C recodified to N.J.A.C. 13:44D Appendix E.

Repealed by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

APPENDIX D

(RESERVED)

New Rule, R.2004 d.203, effective June 7, 2004.
See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Former N.J.A.C. 13:44D Appendix D recodified to N.J.A.C. 13:44D Appendix F.

Amended by R.2010 d.135, effective July 6, 2010.

See: 41 N.J.R. 3376(a), 42 N.J.R. 1398(a).

Repealed by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

APPENDIX E

(RESERVED)

Recodified from N.J.A.C. 13:44D Appendix C by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Repealed by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

APPENDIX F

(RESERVED)

Recodified from N.J.A.C. 13:44D Appendix D by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Repealed by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

APPENDIX G

(RESERVED)

New Rule, R.2004 d.203, effective June 7, 2004.
See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Amended by R.2010 d.135, effective July 6, 2010.

See: 41 N.J.R. 3376(a), 42 N.J.R. 1398(a).

Repealed by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).

APPENDIX H

(RESERVED)

New Rule, R.2009 d.43, effective January 20, 2009.

See: 40 N.J.R. 2412(a), 41 N.J.R. 621(a).

Repealed by R.2012 d.069, effective April 2, 2012.

See: 43 N.J.R. 1579(a), 44 N.J.R. 1113(a).