

USE OF AN OWNER-OPERATOR

A public mover may arrange for an owner-operator to provide the moving services which the public mover has contracted to provide. The public mover is liable to the consumer for any services provided by the owner-operator. An owner-operator will use a public mover's forms. If the public mover arranges for an owner-operator to provide moving services, the public mover must advise the consumer in writing as part of an order for service or an addendum to an order for service. A public mover may not use an owner-operator to perform an estimate.

PREPARING ARTICLES FOR SHIPMENT

Some articles such as stoves, refrigerators, washing machines, dryers, computers, copiers, flat screen televisions, and other electronic devices, may require disconnection and special servicing to protect their mechanisms during shipment. 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 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, 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

These are publications in printed form, containing the rates, charges, and rules of the public movers. Tariffs are open to public inspection and may be examined at the public mover's office or the office of the Board of Public Movers and Warehousemen during normal business hours. No mover may impose a charge unless it is listed in his tariff.

GLOSSARY OF MOVING TERMINOLOGY

"Bill of Lading" means a receipt given to a consumer by the public mover for all the cargo picked up from the consumer by the public mover and moved to another port.

"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 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 at least 24 hours prior to the move with a non-binding estimate.

"Owner-operator" 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.

"Short-Notice Move" means performing a move on the same day that a consumer requests services from a public mover.

"Tariff" means a schedule of rates and charges for the storage or transportation of the 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 the consumer's goods stored in the warehouseman's facility.



11 Royalty Lane
Clementon, NJ 08021
856-689-0239

IMPORTANT NOTICE TO CONSUMERS USING PUBLIC MOVERS AND WAREHOUSEMEN

As ordered by:
Director of the New Jersey Division of Consumer
Affairs
Office of Consumer Protection
Regulated Business Section
124 Halsey Street, Newark, NJ 07101

IMPORTANT NOTICE TO CONSUMERS USING PUBLIC MOVERS

FORWARD

Please read this brochure carefully. The public mover 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 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 (973) 504-6200.

ESTIMATES

The mover is required to physically survey your goods prior to calculating an estimate. After surveying, a mover is required by law to provide you a written estimate of the costs of a move at least 24 hours prior to conducting the 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.

NON-BINDING ESTIMATE

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. Remember that your mover cannot determine exactly what your move will cost until the move is complete. 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 a 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.

BINDING ESTIMATE

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 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 for the move does not exceed \$500. 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 or a non-binding estimate; these are identical to estimates given under normal circumstance, except they do not need to be provided 24 hours prior to the move.

MOVERS 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 only required to reimburse you for any damage to your belongings at the rate of \$1.00 per pound.

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. 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 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 your mover, or confirm that an existing insurance policy would protect your goods in transit or storage. If you purchase insurance through your mover, the mover must issue you a certificate of insurance 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. 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 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. You will note and initial on the bill of lading the time the time your truck arrives at your origin and again note and initial the time the movers finish unloading, reassembling, and arranging all furniture. To this time, you will add the appropriate travel time, if applicable, and deduct for time spent by the movers for lunch or for any time unrelated to detours or traffic encountered en route. 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 hourly charges.

PAYMENT AND DELIVERY

The mover usually requires payment in cash, credit card, or 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.

WEIGHT MOVES

If the public mover's transportation charges are determined based on the weight of your shipment and miles traveled, the public mover will weigh your goods and determine their NET WEIGHT. A mover will weigh its vehicle prior to loading 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 and TARE WEIGHT is the NET WEIGHT. You are permitted to follow the loaded truck to the weigh station to view your weighing.