

# Premiere Home<sup>Realty</sup>

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## Moving Company - Bill of Rights -

Compliments of:  
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### Bill of Lading

The Bill of Lading is the contract between you and the mover. The mover is required by law to prepare a bill of lading for every shipment it transports. The information on the Bill of Lading is required to be the same information shown on the order for service. The driver who loads your shipment must give you a copy of the Bill of Lading before loading your furniture...*It is your responsibility to read the Bill of Lading before you accept it...* The Bill of Lading requires the mover to provide the service you have requested, and you must pay the charges for the service. THE BILL OF LADING IS AN IMPORTANT DOCUMENT. DO NOT LOSE OR MISPLACE YOUR COPY. Have it available until your shipment is delivered, all charges are paid and all claims, if any, are settled.

### Inventory

At the time the mover's driver loads your shipment, he or she, although not required to do so, usually inventories your shipment listing any damage or unusual wear. The purpose is to make a record of the condition of each item. If the driver does not make an inventory, *you should make one yourself.*

After completing the inventory, the driver will usually sign each page and ask you to sign each page. It is important before signing that you make sure that the inventory lists every item in your shipment and that the entries regarding the condition of each item are correct. You have the right to note any disagreement. When your shipment is delivered, if an item is missing or damaged, your ability to recover from the mover for any loss or damage may depend on the notations made.

The driver will give you a copy of each page of the inventory. Attach the complete inventory to your copy of the Bill of Lading. It is your receipt for the goods.

At the time your shipment is delivered, it is your responsibility to check the items delivered against the items listed on your inventory. If new damage is discovered, make a record of it on the inventory form. Call the damage to the attention of the driver and request that a record of the damage be made on the driver's copy of the inventory. After the complete shipment is unloaded, the driver will request that you sign the driver's copy of the inventory to show that you received the items listed. Do not sign until you have assured yourself that it is accurate and that proper

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notations have been entered regarding any missing or damaged items. When you sign the inventory, you are giving the driver a receipt for your goods.

## **Picking up and delivering shipments on the agreed dates**

You and your mover must reach agreement as to when your shipment is to be picked up and delivered. It is your responsibility to determine on what date, or between what dates, you need to have the shipment picked up and on what date or between what dates, you require delivery. It is the mover's responsibility to tell you if the service can be provided on or between those dates or, if not, on what other dates the service can be provided.

In the process of reaching an agreement with a mover, it may be necessary for you to alter your moving and travel plans if no mover can provide service on the specific dates you desire. Do not agree to have your shipment picked up or delivered as soon as possible. The dates or periods of time you and the mover agree on should be definite.

Once an agreement is reached, the mover is required to enter those dates on the order for service and the Bill of Lading. Once your goods are loaded, the mover is contractually bound to provide the service described in the Bill of Lading. The only defense for not providing the service on the dates called for is the "defense of force majeure." This is a legal term which means that if circumstances which could not have been foreseen, and which are beyond the control of the mover prevent the performance of the service as agreed to in the Bill of Lading, the mover is not responsible for damages resulting from the non-performance.

If, after an Order for Service is prepared, the mover is unable to make pickup or delivery on the agreed dates, the mover is required to notify you by telephone, telegram or in person. The mover must at that time tell you when your shipment can be picked up or delivered. If for any reason you are unable or unwilling to accept pickup or delivery on the dates named by the mover, you should attempt to reach agreement on an alternate date.

The establishment of a delayed pickup or delivery date does not relieve the mover from liability for damages resulting from the failure to provide service as agreed. However, when you are notified of alternate delivery dates it is your responsibility to be available to accept delivery on the dates specified. If you are not available and willing to accept delivery, the mover has the right to place your shipment in storage at your expense or hold the shipment on its truck and assess additional charges.

If after the pickup of your shipment, you request the mover to change the delivery date, most movers will agree to do so providing your request will not result in unreasonable delay to their equipment or interfere with another customer's move. However, the mover is not required to consent to amended delivery dates and has the right to place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the date agreed to in the Bill of Lading.

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If the mover fails to pick up and deliver your shipment on the dates entered on the Bill of Lading and you have expenses you otherwise would not have had, you may be able to recover those expenses from the mover. This is what is called an inconvenience or delay claim. Should a mover refuse to honor such a claim and you continue to believe that you are entitled to be paid damages, you may sue the mover. The FHWA has no authority to order the mover to pay such claims.

While it is hoped that your shipment will not be delayed, you should consider this possibility and find out before you agree for a mover to transport your shipment what payment you can expect if the service is delayed through the fault of the mover.

## **Notification of charges**

You must advise the mover at the time you make the arrangements for the move if you wish to be notified of the weight and charges. You are required to give the mover a telephone number or address at which the notification will be received. The mover must notify you of the charges at least one 24-hour weekday prior to the delivery, unless the shipment is to be delivered the day after pickup. The 24-hour requirement does not apply when you obtain an estimate of the costs prior to the move or when the shipment is to be weighed at the destination.

## **Receipt for delivery of the shipment**

At the time of delivery, the mover expects you to sign a receipt for your shipment. This is usually accomplished by having you sign each page of the mover's copy of the inventory.

Movers are prohibited from having you sign a receipt which relieves the mover from all liability for loss or damage to the shipment. Do not sign any receipt which does not provide that you are signing for your shipment in apparent good condition except as noted on the shipping documents.

## **Payment of the transportation charges**

At the time for payment of transportation charges, the mover is required to give you a freight bill identifying the service provided and the charge for each service. It is customary for most movers to use a copy of the Bill of Lading as a freight bill.

Except in those instances where a shipment is moving on a binding estimate, the freight bill must specifically identify each service performed, the rate per unit for each service, and the total charges for each service. Do not accept or pay a freight bill which does not contain this information.

If your shipment was transported on a collect on delivery (COD) basis, you will be expected to pay the total charges appearing on the freight bill at the time of delivery.

It is customary for movers to provide in their tariffs that freight charges must be paid in cash, by certified check, travelers check, or bank check (one drawn by a bank on itself and signed by an officer of the bank). When this requirement exists, the mover will not accept personal checks. At

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the time you make arrangements for your move, you should ask the mover about the form of payment that is acceptable.

Some movers permit payment of freight charges by use of a charge card. However, do not assume that because you have a nationally recognized charge or credit card that it will be acceptable for payment. Ask the mover at the time the arrangements are made.

Payment of transportation charges on shipments lost or destroyed in transit

Movers customarily make every effort to assure that while your shipment is in their possession for transportation, no items are lost, damaged or destroyed. However, despite the precautions taken, articles are sometimes lost or destroyed during the move.

In addition to any money you may recover from the mover to compensate for lost or destroyed articles, you are also entitled to recover the transportation charges represented by the portion of the shipment lost or destroyed.

On shipments with partial loss or destruction of goods, the transportation charges must be paid. The mover will then return proportional freight charges at the time loss and damage claims are processed. Should your entire shipment be lost or destroyed while in the mover's possession, the mover cannot require you to pay any of the charges except the amount you have paid or agreed to pay for added liability protection. The fact that you do not pay any transportation charges does not affect any right you may have to recover reimbursement for the lost or destroyed articles providing you pay the charges for added liability protection.

Filing of claims for loss and damage or delay and dispute resolution programs

Should your move result in loss or damage to any of your property, you have the right to file a claim with the mover to recover money for such loss or damage.

You have 9 months following either the date of delivery, or the date on which the shipment should have been delivered, to file a claim. However, you should file a claim as soon as possible. If you fail to file a claim within 120 days following delivery and later bring a legal action against the mover to recover the damages, you may not be able to recover your attorney fees even though you win the court action.

While the Federal Government maintains regulations governing the processing of loss and damage claims, it cannot resolve those claims. If you cannot settle a claim with the mover, you may file a civil action to recover in court. In this connection, you may obtain the name and address of the mover's agent for service of legal process in your state by contacting the FHWA. In addition, interstate movers are required to participate in a Dispute Resolution Program which provides that certain types of unresolved loss or damage claims must be submitted to a neutral arbitrator for resolution.