



**Department of
Transportation**

THE MOVER'S GUIDE

TO

TRANSPORTING HOUSEHOLD

GOODS IN NEW YORK STATE

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Application Approval Requirements

Your application has been received and accepted. This means you've supplied the initial documentation needed to go to the next step.

Your business name and address, along with stockholder names and type of authority requested will be published in the Department's 'Weekly Bulletin of Motor Carriers.' This gives notice to the public and allows for a 30-day comment period.

The next step in the process is your attendance at an entrance conference or hearing to discuss your application and fitness. This may be in person, by phone, or teleconference. If you are required to attend a conference or hearing, please bring key employees with you.

Notification of date and time will be sent under separate cover.

PLEASE READ AND HAVE AN UNDERSTANDING OF THE INFORMATION IN THIS BINDER PRIOR TO ATTENDING THE CONFERENCE.

During the conference, Department staff will review your application to ensure that it is up to date. Your plan of operations and your business assets and liabilities will also be discussed. In addition, you will be asked specific questions about all aspects of household goods moving: i.e., packing and handling of goods, paperwork used in all types of moves, how an estimate is done, your responsibility in responding to customer claims, valuation vs. insurance, and your understanding of tariffs. Your responses will be recorded and evaluated.

After the entrance conference, Department staff will meet to review the results of the conference and to determine if you are fit, willing, and able to hold household goods authority from New York State.

If you have proven your fitness, your application will be approved. Notification will be mailed to you with instructions regarding compliance requirements. **You will then have 90 days** to meet the compliance requirements before a probationary certificate is issued.

If a determination is made that you are not fit, you will be notified by mail and you may reapply after 6 months.

**IF YOU HAVE ANY QUESTIONS OR REQUIRE ASSISTANCE, PLEASE CALL:
(518) 457-6512**

Please keep this binder as a source of reference.

There are sections in the back to retain your tariff and any correspondence you may have with the Department.

SAFETY AND COMPLIANCE CLASS

Every new applicant is required to attend a Safety and Compliance Class which is offered by New York State Department of Transportation. An owner or officer of the company must attend. This is an informative class, and we encourage you to bring any key employees involved in your business.

This class reviews federal and state rules and regulations related to motor carrier safety and the transportation of household goods in New York State.

*Your attendance at the entrance conference and final approval of the application must take place before you can be scheduled for the safety and compliance class.

If you're located in New York City, Nassau or Suffolk County, call (718) 482-4810 to schedule a class. If you're located anywhere else in the State, call (518) 457-6512.

HOUSEHOLD GOODS & PROPERTY CARRIER INSURANCE REQUIREMENTS

In order to hold operating authority, the Department requires all motor carriers to maintain proof of liability and property damage insurance. In addition, carriers that hold household goods authority (moving companies) must also file proof of cargo insurance.

NOTE: Insurance filings must be made with an insurance company authorized to do business in New York State by the New York State Insurance Department. The Department does not accept ACORD forms as evidence of insurance.

What are the minimum limits for liability and property damage insurance and what must you tell the insurance company you need?

Answer: For personal injury or death to one person, \$100,000; For personal injury or death to all persons in one accident, \$300,000, with a maximum of \$100,000 for each person; Property damage (excluding cargo insurance), \$50,000;

What form do you need to have the insurance company mail to NYS Department of Transportation in order to comply with the liability and property damage insurance requirement?

Answer: "Form E"; The official name of this form is "Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance".

This form must be endorsed and sent to the Department by your insurance company. It is not a form that you or your insurance agent can send to the Department. Any other type of form, binder, certificate etc. will not be accepted. The "Form E" must be filed in the exact name in which you have applied for your operating authority. A "Form E" that has an incorrect name or is written by an insurance company that is not licensed to do business in New York State, will be rejected and returned to your insurance company.

What are the minimum limits for cargo insurance and what must you tell the insurance company you need (moving companies only)?

Answer: For loss or damage to property being transported (cargo insurance), each motor vehicle, \$5,000; For loss or damage to property being transported (cargo insurance), aggregate losses or damages at any one time and place, \$10,000.

What form do you need to have the insurance company mail to NYS Department of Transportation in order to comply with the cargo insurance requirement?

Answer: "Form H"; The official name for this form is "Uniform Motor Carrier Cargo Certificate of Insurance".

This form must also be endorsed and sent to the Department by your insurance company. It is also not a form that you or your insurance agent can send to the Department. Any other type of form, binder, certificate etc. will not be accepted. The "Form H" must also be filed in the exact name in which you have applied for your operating authority. A "Form H" that has an incorrect name or is written by an insurance company that is not licensed to do business in New York State, will be rejected and returned to your insurance company.

What address should these forms be sent to by my insurance company?

Answer: State of New York Department of Transportation
Motor Carrier Compliance Bureau
50 Wolf Road – POD 53
Albany, NY 12232-0879

WORKERS' COMPENSATION & DISABILITY BENEFITS INSURANCE REQUIREMENTS

Section 57 and Section 220(8) of the Workers' Compensation Law requires that before the Commissioner issues authority, the applicant must submit proof that it has complied with Workers' Compensation and Disability Benefits Insurance.

NOTE: The Department does not accept ACORD forms as evidence of insurance, and NYSDOT must be shown as the certificate holder.

To comply you must submit one of the following proofs:

<u>Method of Insurance:</u>	<u>Workers Compensation Insurance Form:</u>	<u>Disability Benefits Insurance Form:</u>
Private Insurer	C-105.2	DB-120.1
State Insurance Fund	U-26.3	DB-120.1
Self-Insured	SI-12	DB-155
Member of Group Self-Insurance	GSI-105.2	Not Applicable
Exemption	CE-200	CE-200

NOTE: All insurance filings must come from an insurance company authorized by the New York State Department of Finance to write such coverage in the State of New York.

Please obtain the above forms from your insurance carrier, licensed insurance agent or self-insurance administrator.

Form CE-200 may be found on the Board's website at www.wcb.ny.gov. Click on "WC/DB Exemption".

Worker's Compensation & Disability Benefits exemption is valid for one (1) year from the date of issuance.

Once you've completed the form, you must print the certificate, sign and date it, and then submit to NYSDOT at the following address:

State of New York Department of Transportation
50 Wolf Road – POD 53
Albany, NY 12232-0879

If you have questions regarding workers' compensation or disability benefits, call 1-888-875-5790. Workers' Compensation Board offices are located at:

Albany

100 Broadway
Menands, NY 12241
518-486-3349

Brooklyn

111 Livingston Street
Brooklyn, NY 11201
718-802-6870

Manhattan

215 W. 125th Street
New York, NY 10027
212-932-7576

Rochester

130 Main Street West
Rochester, NY 14614
585-238-8335

Binghamton

44 Hawley Street
Binghamton, NY 13901
607-721-8334

Hauppauge

220 Rambo Drive
Hauppauge, NY 11788
631-952-6698

Peekskill

41 N. Division Street
Peekskill, NY 10566
914-788-5804

Syracuse

935 James Street
Syracuse, NY 13203
315-423-1141

Buffalo

107 Delaware Avenue
Buffalo, NY 14202
716-842-2056

Hempstead

175 Fulton Avenue
Hempstead, NY 11550
516-560-7742

Queens

168-46 91st Avenue
Queens, NY 11432
718-523-8409

TARRIFF COMPLIANCE REQUIREMENTS:

Every mover in New York State must file a tariff.

A tariff is an organized schedule of rates or charges for services to be performed by a mover.

A mover may only charge for rates or services that are shown in their tariff.

Movers offering written binding estimates as an alternative to hourly rates must have the guidelines for written binding estimates in their tariff.

Rates and charges may be changed by filing a supplement to an existing tariff or by filing an entirely new tariff. All changes to initial tariffs are effective on 30 days statutory notice (Thirty days after received by Department).

In this section you will find:

- Tariff filing instructions
- Sample Tariff
- Tariff guidelines regarding written binding estimates and packing supplies

When it's time to work on your tariff, there is a Word document version available if you choose to use it.

TARIFF FILING INSTRUCTIONS

The attached group of pages is a sample mover's tariff. A tariff is simply a formal listing of all transportation rates and charges for services performed by a moving company under its certificate. A tariff is filed with the Department of Transportation and kept on file, available for public inspection. The only rates that may be charged to the public, "for household goods transportation", are those shown in the tariff you file with the Department.

There are three methods of filing a tariff with the Department. You may:

- Construct and file the tariff yourself.
- Hire any other individual to file the tariff for you.
- Become a member of a tariff agency. They will file your tariff for you, and as a member you will pay dues.

If you choose to file your own tariff, use the enclosed sample as a guide. You must file a complete tariff with no handwritten insertions and show the rates your company will charge. Retype pages if necessary. If you use the attached sample as your tariff, Rules 2, 3, 4, 10, 11, 15, 16, 18, 20, 21, 22, 23, 24 and 25 may not be changed. If Rule 26 is used, no changes can be made on form. Do not make any other substantial changes in wording or form since the tariff may be rejected as unacceptable.

Title Page (page 1)- Show the following information:

- Tariff Number - DOT-NY-MT NO. 1
- Case T-Number (your authority number)
- Name - exactly as shown on presiding officer's report.
- Issued Date - date tariff is mailed to DOT.
- Effective Date - choose a date; the date must be set far enough ahead so that the tariff is received one day before this date.
- Name, Address and Phone Number of person responsible for the tariff.

Rule 1 (page 2) - Show the exact statement of your territory as shown in the Presiding Officer's report recommending approval of your application to transport household goods.

Deposits, Credit Card Acceptance and Binding Estimates – Check the appropriate boxes in Rules 21, 22 and 23.

Weight Distance Rates – Check the appropriate box under Rule 24. If you show only hourly rates, you *must* eliminate the distance restriction in Item 200 (page 12 Item 200) and mark as "Not Applicable" on Section 3, (page 15) Weight Distance Rates from the tariff you file.

NOTE: The weight distance chart and corresponding charges per hundredweight are example rates only.

ALL RATE PAGES - show your hourly rates in Item 200 for a van, a chauffeur, and any additional men. If you have more hourly rate choices, show them in another item or revise Item 200 to include them. Change any other rates in the sample to those you will use. If you do not show a rate, you are not going to provide the service - remove the service from the tariff you file. Do not leave blanks where rates should be shown.

Please note that any rates (**except rates in Rules 3 and 4**) shown are for *example only*. Use only the rates for all services that you will actually charge. If you eliminate services or rules from the tariff you must re-number the rules or items so that the numbers are in the correct order, i.e.:1, 2, 3, 4, 5, not 1, 2, 4, 5.

TARIFFS WILL NOT BE ACCEPTED THAT ARE HANDWRITTEN OR THAT CONTAIN HANDWRITTEN CORRECTIONS.

DOT-NY-MT NO. 1

AUTHORIZED NAME ON CERTIFICATE:

CASE T-

LOCAL TARIFF OF RATES

APPLYING ON

HOUSEHOLD GOODS

BETWEEN

POINTS IN

NEW YORK STATE

(As described in Rule 1 herein)

ISSUED:

EFFECTIVE:

ISSUED BY

Person's Name:

Business Address:

Phone:

Email:

GENERAL RULES

RULE 1 APPLICATION OF TARIFF

Transportation rates in this Tariff apply only on the following:

Household goods, as defined in Section 2, Subdivision (15) (a) of the Transportation Law.

Carrier of household goods between the County/Countries of _____

and all contiguous counties on the one hand, and on the other

(List destination counties or indicate "all points in the State")

RULE 2 APPLICATION OF RATES

Except as otherwise provided, rates named in this Tariff include one pick-up (interior) and loading at point of origin and one delivery (interior) and unloading at point of destination.

On shipment picked up at or delivered to a warehouse, rates apply only for loading or unloading at door, platform or other points conveniently accessible to carrier's vehicle.

RULE 3 DECLARATION OF VALUE - LIABILITY LIMITATION

SHIPPERS ARE REQUIRED TO STATE SPECIFICALLY IN WRITING, THE AGREED ON, OR DECLARED, VALUE OF PROPERTY MOVED.

A. On shipments subject to HOURLY RATES published in this Tariff:

When a shipment moves under hourly rates and is released to value not exceeding 30 cents per pound per article, the base transportation rate will apply with no additional valuation charge. However, when the shipper declares a lump sum value for the entire shipment (which cannot be less than \$2,500), an additional valuation charge of 50 cents for each \$100, or fraction thereof, of the released or declared value will be assessed.

B. On shipments subject to WEIGHT-DISTANCE RATES published in this Tariff:

When a shipment moves under weight-distance rates and is released to a value not exceeding 60 cents per pound per article, the base transportation rates will apply with no additional valuation charge. However, when the shipper declares a lump sum value for the entire shipment (which cannot be less than \$1.25 times the actual or estimated weight of the shipment), an additional valuation charge of 50 cents for each \$100, or fraction thereof, of the released or declared value will be assessed.

- C. On Storage in Transit shipments where a lump sum value is declared, the base storage rate will apply for the first 60 days and thereafter an added valuation charge of \$1.00 per \$1,000 of released or declared value for each storage period of 30 days, or fraction thereof, will apply.

RULE 4 VALUATION STATEMENTS & CHARGES

THE FOLLOWING PROVISIONS MUST BE SHOWN ON BILLS OF LADING:

A. VALUATION - HOURLY BASIS MOVES

Unless the shipper expressly releases the shipment to a value of 30 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or \$2,500, whichever is greater.

The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding

\$

(To be completed by person signing below)

Notice: The shipper signing this contract must insert in the above space, in his own handwriting, either his declaration of the actual value of the shipment, or the words "30 cents per pound per article". Otherwise the shipment will be released to a lump sum value of \$2,500.

(Shipper's Signature)

Date

B. VALUATION - WEIGHT BASIS MOVES

Unless the shipper expressly releases the shipment to a value of 60 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater.

The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding

\$

(To be completed by person signing below)

Notice: The shipper signing this contract must insert in the space above in his own handwriting either his declaration of the actual value of the shipment or the words 60 cents per pound per article. Otherwise the shipment will be deemed released to a maximum value equal to \$1.25 times the weight of the shipment in pounds.

(Shipper's Signature)

Date

C. CHARGES FOR VALUATION

When the shipper declares a lump sum value for the entire shipment on hourly or weight distance moves, an additional valuation charge of \$.50 cents for each \$100.00 of declared value or fraction thereof will apply; i.e., \$2,500.00 declared value = \$12.50 valuation charge.

Notice: Rates or charges herein based on released value have been authorized by the Commissioner of Transportation, State of New York, in RELEASED RATES ORDER DOT-NY-NO. M-44 of November 13, 1973 subject to complaint or suspension.

RULE 5 SERVICING SPECIAL ARTICLES

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 1,000 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper or, if the carrier has additional personnel and equipment available, such extra service upon request of the shipper may be provided by the carrier at charges shown in Section 1, Item 20.

When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by and at the expense of the shipper.

RULE 6 COMPUTATION OF TIME (A) AND TRAVEL TIME (B)

A. Hourly Moving Rates - Rates named herein shall be computed from the time the van arrives at shipper's home or place of business and end when shipment has been delivered at destination. Charges shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows: Where the time involved is fifteen minutes or less, the charge shall be for one-quarter of an hour.

When in excess of fifteen minutes but not more than thirty minutes, the charge shall be for one-half hour. When in excess of thirty minutes but not more than forty-five minutes, the charge shall be for three-quarters of an hour. When in excess of forty-five minutes, the charge shall be for one hour.

B. Travel Time - In addition the time shown below shall be added to cover travel time once from mover's warehouse or terminal to point of origin and again from point of destination back to mover's terminal.

Example			<u>Travel Time</u>
<u>Miles Over</u>	-	<u>Not Over</u>	
0	-	5	0
5	-	10	0.5 Hours
10	-	20	0.75 Hours

<u>Miles Over</u>	<u>Declared Additional Travel Time Rates</u>	
	<u>Not Over</u>	<u>Travel Time</u>
-		
-		
-		

Travel time from destination back to warehouse or terminal as provided for herein will not apply on shipments destined to mover's warehouse for storage-in-transit or permanent storage.

If more than one vehicle is required or if the removal requires more than one day, travel time shall apply separately for all men and each vehicle for each day.

Travel time does not apply on shipments transported under weight distance transportation rates (Section 3).

RULE 7 INSPECTION OF ARTICLES

When the carrier or his agent deems it necessary to inspect the contents of a package, the carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

RULE 8 ARTICLES LIABLE TO CAUSE DAMAGE

The carrier will not accept for shipment property liable to damage equipment or other property. The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.

RULE 9 PERISHABLE ARTICLES OR ARTICLES OF EXTRAORDINARY VALUE NOT ACCEPTED

Unless otherwise provided, the following property will not be accepted for shipment: Bank bills, coin or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, stamp collections, revenue stamps, letters or packets of letters, precious stones, or articles manufactured therefrom or perishable articles. Should such articles come into the possession of the carrier without his knowledge, responsibility for safe delivery will not be assumed.

RULE 10 DEFINITION OF A SHIPMENT

The term "shipment" as referred to in this tariff, means household goods "HHG" received from one shipper, at one point and at one time, for delivery to one consignee at one designation, and covered by one bill of lading. The bill of lading may, however, also specify the name of a person (other than consignee) to be notified upon arrival of shipment at destination.

Household Goods "HHG" of two or more families or establishments, located at different addresses, will not be accepted for transportation as a single shipment, but shall be handled from each address as a separate shipment under separate freight bills.

RULE 11 CLAIMS

- A. Any claim for loss, damage or overcharge shall be in writing and shall be accompanied by original paid bill for transportation and original bill of lading, if not previously surrendered to carrier. Carrier may require a certified or sworn statement of claim.
 - B. Carrier should be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect for alleged concealed damage in original package, and packing materials.
 - C. The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged, with materials of like kind and quality, not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the released value declared by the shipper in accordance with Department of Transportation released rates order D.O.T. - NY No. M-44. (See Rules 3 & 4).
 - D. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only, and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value declared by the shipper in accordance with Department of Transportation released rates order D.O.T. - N.Y. - No. 44. (See Rules 3 & 4).
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RULE 12 INCOMPLETE DELIVERY

When a shipment is tendered for delivery at destination address and it is physically impossible to complete delivery "directly from transporting vehicle" due to inaccessibility of the building, its structure or the nature of an article or articles included in the shipment, the carrier may store the shipment or any part thereof on the vehicle or place the shipment or any part thereof not reasonably possible to deliver, in storage at the nearest available warehouse of the carrier, or a commercial warehouse, to the order and expense of the shipper, owner, or consignee of the goods. When the shipment or any part thereof is stored in a commercial warehouse, liability of the carrier ceases upon delivery to the warehouse, and when stored in the carrier's warehouse or that of the carrier's agent, liability after the delivery to the warehouse shall be that of a warehouseman and not a common carrier. All accrued charges shall be due and payable upon delivery of the shipment or any part thereof to the warehouse. Later delivery to a final destination shall constitute a new shipment.

RULE 13 BREAKABLE ARTICLES

If notified by the carrier that articles are improperly packed, crated or boxed and by reason thereof the contents are most susceptible to damage, the shipper may arrange to have such articles properly packed by the carrier at the charges shown in Section I - Additional or Accessorial Charges- or the articles will not be transported by the carrier.

RULE 14 ACCEPTANCE OF SHIPMENT BY REPRESENTATIVE OF SHIPPER

Acceptance of shipment at destination by a representative of the shipper or consignee, such as a maid, building superintendent or employee of the shipper or consignee, shall be considered to constitute acceptance of the shipment by the shipper or consignee.

RULE 15 PARKING CHARGES, PARKING TICKETS

- A. Charges for parking during the course of the loading or unloading of the carrier's truck are authorized if no other means exists for the carrier to park without a fee. Such parking fees may be advanced by the carrier and charged to the shipper/consignee. Disclosure of parking fees must be made on the Non-Binding Estimate and Order for Service.
- B. Parking ticket charges are not authorized to be charged to the shipper or consignee.

RULE 16 TOLL OR FERRY CHARGES

- A. When shipper requests routing of a shipment involving use of a toll bridge, toll road, ferry or tunnel, or when no other practical route is available for carrier's use, carrier may advance the necessary toll or ferry charges and shall charge the shipper for the amount advanced.
- B. If such routing is made on request of the shipper, the following clause shall be placed on the face of the bill of lading:

“SHIPPER REQUESTS ROUTING VIA (Place applicable routing here) AND UNDERTAKES TO REIMBURSE CARRIER FOR ALL NECESSARY TOLL OR FERRY CHARGES ADVANCED BY CARRIER.”

(Shipper's Signature)

- C. In the absence of specific routing by the shipper, the carrier shall use the most direct route from point of origin to point of destination except that when two routes are available of approximately equal distance, the carrier shall use the route which shall provide the lowest total charge to the shipper.

RULE 17 LEGAL HOLIDAYS

Check all holidays that apply and add any additional holidays to the right

List of Legal Holidays - for rates see Item 200

Christmas Day
 Thanksgiving Day
 New Year's Day
 Independence Day (July 4)
 Memorial Day
 Labor Day

RULE 18 INSURANCE

If requested by the shipper, the carrier shall procure an insurance policy covering the loss or damage to a shipment or articles in a shipment, of household goods. Provided, however, that the shipper is issued a policy or other appropriate evidence of insurance purchased and a copy thereof is furnished to the shipper prior to the time of the shipment. Such policy or evidence of insurance shall include (1) the stated value of the shipment, (2) the cost of the insurance, (3) if and what dollar deductible applies, (4) name, address and telephone number of the insurance company, (5) the type of insurance, i.e., full replacement value, depreciated or whatever.

The cost of such insurance may be advanced by the carrier and billed to the shipper.

RULE 19 DETERMINATION OF MILEAGE

Mileage shall be the distance from point of origin to point of destination via the shortest available regularly traveled highway route and shall be compiled from distances shown in standard New York State road maps.

From or to points where no mileage is shown, apply mileage from or to the next more distant point where mileage is shown.

From or to points where mileage cannot be obtained as provided above, apply mileage scale for such portion of route where mileage cannot otherwise be obtained.

Where consignor or consignee, for any reason, requests carrier to travel via a longer route than would otherwise be used, the mileage via such longer route will apply. Consignor or consignee shall endorse such request in writing on shipping documents.

RULE 20 PAYMENT OF CHARGES - RELEASE OF SHIPMENT

The carrier will deliver and relinquish possession of property transported by it when the maximum amount required to be paid, as shown on the Order for Service, for a shipment has been paid in cash, money order or certified check, except where other satisfactory arrangements have been made between the carrier and the shipper, in accordance with rules and regulations prescribed by the Department of Transportation. Additional tariff charges due, as shown on the Bill of Lading for the move, must be submitted to the carrier within 15 days of receipt of the Bill of Lading.

RULE 21 DEPOSITS/ REFUNDS

[] I wish to employ the deposit/refund rule.

[] I do not wish to employ the deposit/refund rule at this time.

A deposit of _____ (\$ or % of the estimate not to exceed 25% of the estimate) is required by the carrier to reserve a specific moving date. The deposit will be applied to reduce the final moving charges.

At the time the deposit is given to the carrier, the carrier must give to the shipper a copy of RULE 21 stating the amount of the deposit. The carrier must also provide the shipper with a shipper and carrier signed Order For Service if a tariff rated move or, if a Written Binding Estimate(WBE), a copy of the WBE contract stating the amount of the deposit.

The deposit will be refunded if the shipper cancels the move with more than 24 hours notice of the scheduled move.

RULE 22 ACCEPTANCE OF CREDIT CARDS

- a) Credit cards will be accepted by the carrier for payment of the moving charges.
- b) Carrier participates in the following credit card plans:

- c) Payment by credit card shall be considered the same as payment by cash, certified check or money order.

A credit card surcharge of \$____ will be applied to all shipments

Credit Cards will not be accepted.

RULE 23 WRITTEN BINDING ESTIMATES - Check the appropriate box.

I wish to offer Written Binding Estimates as an alternative to my hourly rates and charges. See Section 4 Tariff Guidelines for Written Binding Estimates.

I **do not** wish to offer Written Binding Estimates as an alternative to my hourly rates and charges at this time.

RULE 24 WEIGHT DISTANCE RATES

Check the appropriate box.

I wish to provide Weight Distance Rates, they begin at _____ miles. See Section 3.

I **do not** wish to provide Weight Distance Rates. Section 3 Not Applicable.

RULE 25 PACKING SUPPLIES AND/OR EQUIPMENT TO PROTECT HOUSEHOLD GOODS

The policy is that a carrier's transportation rates cover the expenses to protect goods during a move.

Charges for paper padding, cloth padding, bubble wrap, tape, and other similar items are not allowed unless specifically requested by the shipper and the shipper authorizes this in writing on the Bill of Lading. The shipper must specifically and separately sign for the additional supplies and/or equipment used. If the request is made by the shipper prior to the actual move, the supplies and/or equipment requested and the shipper signature, must appear on the written estimate (if provided), and the order for service, in the same manner as prescribed for the bill of lading.

Carrier is responsible for the proper packing and protection in transit, of all household goods tendered to them. Refusal by a shipper to pay for additional materials over and above the transportation and packing charges does not relieve the carrier of its responsibility, nor limit its liability, for any damages incurred.

Charges for packing supplies and/or equipment to protect household goods will be provided in accordance with Item 16, Additional or Accessorial Charges of this tariff on a non-preferential basis to all shippers.

NOTE: On December 7, 1994, in Case 30181, the Commissioner of Transportation, State of New York, established policy concerning tariff charges on packing supplies and/or supplies or equipment used to protect residential household goods.

PARTICLE BOARD/ ENGINEERED WOOD

**RULE 26 PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE,
COMMONLY KNOWN AS PRESS BOARD**

Furniture manufactured from press board is designed to be shipped unassembled. It is not built to withstand the normal stresses of a move as an assembled unit. Chips and/or dents are not usually repairable. Surface impressions can be made on this type of furniture when writing on a single sheet of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage. Because of these problems, the shipper must select one of the following options: Option 1, 2 or 3 or the carrier will not transport press board furniture.

NOTE: The shipper's selection of one of these options must be attached to all copies of the Order for Service or Written Binding Estimate contract, including the copy given to the shipper.

Option 1 I choose to disassemble all press board furniture prior to move. I assume all responsibility for damage to the press board furniture which may occur during the disassembly of the furniture.

Option 2 I have engaged the services of another individual or company to disassemble all press board furniture prior to move. I assume all responsibility for damage which may occur to the press board furniture during the disassembly of the unit.

Option 3 I am tendering furniture constructed of press board fully assembled as part of our move. I understand that any claim for damage to the press board furniture may be denied due to inherent vice, based upon the fact that fully assembled press board furniture is inherently susceptible to damage as outlined above.

Shipper, owner or consignee must select Option 1, 2, or 3 by checking option above.

SHIPPER, OWNER OR CONSIGNEE SIGNATURE _____

DATE: _____.

CARRIER: *Attach a shipper signed and dated copy to your shipping documents. Retain for your records.*

SECTION I - ADDITIONAL OR ACCESSORIAL CHARGES

APPLICATION

Except as otherwise specifically provided, rates or charges named in this Section apply to all points and areas, and are in addition to transportation rates and all other lawful charges named in this tariff, as amended. Rates named are in dollars and cents.

ITEM NO. 10 SALE OF CONTAINERS

(Example)

CONTAINER	SIZE	CONTAINER CHARGE (See Note 1)	CONTAINER CHARGE (See Note 2)
BOOK BOX	17"x12.5"x12.5"	\$ 4.00	\$ 4.50
LINEN BOX (Small)	18"x16"x18"	\$ 5.00	\$ 5.50
LINEN BOX (Large)	24"x18"x18"	\$ 6.00	\$ 6.50
CHINA BOX	18"x18"x28"	\$7.00	\$ 9.00
PICTURE BOX (Small)	36"x3"x36"	\$7.00	\$9.00
PICTURE BOX (Large)	40"x3"x36"	\$8.00	\$10.00
BOX #3222	36"x3"x30"	\$6.00	\$6.50
WARDROBE BOX	23"x24"x47"	\$15.00	\$16.00
MATTRESS COVER	Twin	\$5.00	\$6.00
MATTRESS COVER	Full	\$6.00	\$7.00
MATTRESS COVER	Queen	\$7.00	\$8.00
MATTRESS COVER	King	\$8.00	\$9.00

NOTE 1 - Container Charge includes ONLY the container and applies when NO PACKING SERVICES ARE PROVIDED BY CARRIER.

NOTE 2 - Container charge includes the container *and* packing materials and applies when PACKING SERVICES ARE PROVIDED BY CARRIER.

NOTE 3 - Packing and unpacking services will be provided by the carrier at the hourly rate per man-hour shown in ITEM 200.

ITEM 20 SERVICING SPECIAL ARTICLES (ie. Pianos, safes, etc.):

Supply of special equipment including covers, supports, pads, dollies, tools and/or boards or ramps required to handle special articles will be in accordance with Rule 5.

Not applicable when hoisting and lowering services are performed by an outside company.

Example:	<u>Item</u>	<u>Cost</u>
	Piano	\$50.00
Item:		Cost:

SECTION 2

HOURLY CHARGES

APPLICATION: Rates or charges named are in dollars and cents and are in addition to all other lawful charges named in this tariff.

Overtime rates stated for each additional man-hour will apply during the time periods stated.

ITEM 200

HOURLY TRANSPORTATION RATES

Rates do not include Additional or Accessorial Services; Rates apply on Residential Shipments.

Rates and charges shown below apply on the transportation of household goods between all points shown in Rule 1 (application of Tariff) when the distance between origin and destination is _____ miles or less.

All shipments

Van Charge

=====

Chauffeur

Additional Man

Monday through Friday between
8:00 A.M. and 5:00 P.M. except
Saturday, Sunday or legal
holidays (Rule 15)

Monday through Friday before
8:00 A.M. or after 5:00 P.M.,
and all day Saturday, Sunday
or legal holidays (Rule 15)

LABOR CHARGES

The applicable regular time rate per additional man-hour shown herein will apply for additional or accessorial services which are not otherwise stated in this tariff.

For Valuation Charges on Hourly Moves See Rule 4.

SECTION 3**ITEM 300 - WEIGHT DISTANCE TRANSPORTATION RATES**

In Dollars and Cents Per 100 Pounds

The break point indicates when the charges are cheaper for the use of the lower rate stated at the next higher minimum weight column. Rates apply when distance between origin and destination exceeds _____ miles.

Insert chart

(Example)

SHIPMENTS WEIGHING POUNDS													
Miles	500 to 999	Break Point	1000 to 1999	Break Point	2000 to 3999	Break Point	4000 to 7999	Break Point	8000 to 11999	Break Point	12000 to 15000	Break Point	16000 and over
41-50	79.85	689	55.00	1642	45.15	3340	37.70	6876	32.40	10686	28.85	15223	27.45
51-60	81.70	683	55.75	1631	45.45	3371	38.30	6841	32.75	10773	29.40	15192	27.80
61-70	82.15	688	56.50	1624	45.85	3358	38.50	6941	33.40	10707	29.80	15464	28.80
71-80	83.05	687	57.05	1625	46.35	3345	38.75	6958	33.70	10701	30.05	15362	28.85
81-90	84.05	685	57.50	1635	47.00	3341	39.25	7012	34.40	10553	30.25	15498	29.30
91-100	84.80	686	58.10	1627	47.25	3353	39.60	6960	34.45	10625	30.50	15423	29.40
101-110	85.30	687	58.60	1618	47.40	3384	40.10	6953	34.85	10606	30.80	15481	29.80
111-120	86.10	686	59.05	1619	47.80	3394	40.55	6965	35.30	10539	31.00	15510	30.05
121-130	86.85	685	59.45	1627	48.35	3409	41.20	6942	35.75	10574	31.50	15366	30.25
131-140	87.30	687	59.95	1627	48.75	3393	41.35	6994	36.15	10507	31.65	15419	30.50
141-150	88.00	684	60.15	1641	49.35	3433	42.35	6877	36.40	10484	31.80	15397	30.60
151-160	89.00	683	60.70	1633	49.55	3456	42.80	6870	36.75	10515	32.20	15305	30.80
161-170	89.65	684	61.30	1635	50.10	3422	42.85	6927	37.10	10580	32.40	15507	31.40
171-180	90.65	685	62.05	1630	50.55	3431	43.35	6949	37.65	10545	32.60	15461	31.50
181-190	91.15	685	62.40	1632	50.90	3415	43.45	6951	37.75	10411	32.75	15463	31.65
191-200	91.85	687	63.05	1626	51.25	3400	43.55	5953	37.85	10415	32.85	15489	31.80
201-220	92.75	685	63.45	1622	51.45	3421	44.00	6964	38.30	10465	33.40	15426	32.20
221-240	98.70	686	64.20	1628	52.25	3373	44.05	6993	38.50	10520	33.75	15361	32.40
241-260	94.25	690	64.95	1610	52.30	3381	44.20	6996	38.65	10852	34.95	14925	32.60
261-281	95.05	690	65.50	1622	52.65	3366	44.30	6998	38.75	10932	35.30	14845	32.75
281-300	96.25	686	66.00	1608	53.05	3360	44.55	6977	38.85	10997	35.60	14765	32.85
301-320	96.80	688	66.55	1602	53.30	3370	44.90	6994	39.25	10961	35.85	15108	33.85
321-340	97.55	690	67.30	1590	53.50	3365	45.00	7023	39.50	11104	36.55	15256	34.85
341-360	98.00	697	68.25	1573	53.65	3367	45.15	7016	39.60	11243	37.10	15289	35.45
361-380	98.95	693	68.55	1569	53.75	3368	45.25	7055	39.90	11324	37.65	15363	36.15
381-400	99.20	698	69.20	1557	53.85	3377	45.45	7059	40.10	11462	38.30	15353	36.75
401-420	100.00	695	69.45	1554	53.95	3378	45.55	7157	40.75	11412	38.75	15546	37.65
421-440	100.60	696	70.00	1545	54.05	3383	45.70	7230	41.30	11507	39.60	15455	38.25
441-460	100.80	699	70.45	1539	54.20	3388	45.90	7364	42.25	11603	40.85	15256	38.95
461-480	101.60	697	70.75	1540	54.45	3380	46.00	7401	42.55	11620	41.20	15496	39.90
481-500	101.85	696	70.85	1542	54.60	3381	46.15	7428	42.85	11566	41.30	15574	40.20

SECTION 4

BINDING ESTIMATES

N O T I C E

TARIFF GUIDELINES FOR WRITTEN BINDING ESTIMATES BY HOUSEHOLD GOODS CARRIERS

On December 17, 1987 in Case 30181, the Department established policy and procedures for household goods carriers to offer shippers a written binding estimate in lieu of the carrier's published tariff rate on residential moves.

The policy is that carriers who elect to provide written binding estimates must have the guidelines for written binding estimates included in their tariff. Written binding estimates may be offered to all shippers on a non-preferential basis as an alternative to a carrier's published tariff rates and charges and must be provided in accordance with the following guidelines:

1. Binding estimates shall be in writing, signed, and dated by both the carrier and shipper.
2. The written binding estimate shall be based on a physical inspection of the items to be moved.
3. The written binding estimate form shall contain at least, the following information:
 - a. The mover's name, NYSDOT T#, address and telephone number.
 - b. The shipper's name, address and telephone number at origin and destination and the physical conditions of the origin and destination facilities pertaining to elevators, stair carries, long haul carry, etc.
 - c. The duration of the estimate (a minimum of 30 days is required).
 - d. A list of all services specifically to be performed and covered by the binding estimate.
 - e. A detailed tally sheet including the cubic feet of all items to be moved and covered by the binding estimate.
 - f. The value of the shipment agreed to in writing by the shipper and carrier.
 - g. A statement to the effect that the shipper accepts valuation at \$5000.00 or that insurance is ordered, (See Options 1 and 2 on WBE contract). The cost of the \$5000.00 valuation must be shown. If shipper rejects the \$5000.00 valuation and elects to increase or decrease the amount of valuation declared, shipper must indicate the amount of valuation declared in their own handwriting. The cost per \$100.00 of declared valuation must be shown. (See Option 2). If shipper orders insurance in lieu of valuation, the binding estimate must state the amount of insurance coverage, type of insurance coverage, (i.e., full replacement, depreciated value, or other), and whether or not any deductible clause applies. (See Option 2). Carriers not complying with this provision will be liable for the full replacement value of the individual items in a shipment. If shipper rejects the valuation or insurance provisions the shipment will be accepted at \$.60 (cents) per

pound for each article in the shipment that is either lost or damaged. (See Option 3).

- h. The total estimate in dollars and cents for all transportation charges and services as agreed to in writing by the carrier and shipper.
- i. An hourly rate to be assessed at origin or destination for any additional labor services that are not named on the estimate and subsequently requested by the shipper.
- j. The written binding estimate will not cover delays caused by any impediments to the move which are not caused by the mover.
- k. Variances from the estimate will be resolved by rules published in the tariff.

Variances from Estimate

- a. If at the time of the move the actual quantity of goods to be moved (based on the tally sheet) is within a range of ten percent for household goods as defined in Paragraph (a) of subdivision Fifteen of Section Two of the Transportation Law, of the quantity shown on the estimate (plus or minus), the goods will be transported at the agreed upon dollar amount of the estimate.
- b. If at the time of the move the actual quantity (in cubic feet or constructive weight) of the goods to be moved varies by more than ten percent, for household goods as defined in Paragraph (a) of subdivision Fifteen of Section Two of the Transportation Law, of the quantity shown on the estimate, the binding estimate may be adjusted accordingly, the carrier may submit an entirely new written binding estimate, or carrier may choose to move shipment at full tariff rates.
- c. If at the time of the move the shipper requests additional labor services from the carrier that are not listed on the original binding estimate, an adjustment may be made by the carrier to the binding estimate to reflect the hourly labor rate for additional services as specified in the estimate (see 3i).
- d. If at the time of the move the shipper requests additional accessorial services that are not labor related and that are not listed on the original binding estimate, an adjustment may be made by the carrier to the binding estimate to reflect the carrier's published tariff rate in effect at the time of the move for such accessorial service.

Liability for Loss and Damage

The carrier's liability when performing a transportation movement under a written binding estimate must be explicitly stated on the written binding estimate. The carrier may accept shipments for transportation under one of the following three options:

Option One - Every shipment will automatically be accepted at a value of \$5,000.00.

Shipper must indicate acceptance or rejection of the \$5,000.00 by signing or initialing the written binding estimate.

Option Two - Shipper may indicate in his/her handwriting on the written binding estimate a value above or below the \$5,000.00 figure specified in Option One above. Shipper must sign or initial the valuation figure. Shippers ordering insurance (See **) in lieu of valuation must state the amount of coverage ordered in their own handwriting and sign or initial amount.

Option Three - If the shipper rejects the \$5,000.00 valuation, shipment will be accepted at a value of 60 cents, per pound, for each article in the shipment that is either lost or damaged.

In the case of Options One and Two, above, the following provisions apply:

- a. Charges for the valuation, if any, must be specified on the written binding estimate.
- b. Shipper must indicate the value of the entire shipment.
- c. If the actual value of the entire shipment exceeds that specified as the value in Options One and Two above, ** if insurance selected, the shipper must be advised that coinsurance applies.
- d. The carrier shall procure an insurance policy covering the loss to the shipper prior to the time of the shipment. Failure to issue a policy or other evidence of insurance will subject a carrier to full liability to any loss or damage to articles caused by the carrier.

Disputes as to Charges - Whenever a dispute arises over variances between the actual quantity of goods moved or the actual services performed and the written binding estimate given by a carrier, such carrier must relinquish possession of the entire shipment upon payment of the amount of the written binding estimate plus 10 percent thereof, and the carrier shall defer payment of any remainder for a period of at least 15 days following delivery, excluding Saturdays, Sundays, and Holidays.

SECTION 5

Item 500 OVERNIGHT STORAGE ON CARRIER'S VEHICLE

There shall be a charge of \$_____ per day if the shipper requires overnight storage on carrier's vehicle.

Item 510 STORAGE IN TRANSIT

If carrier owns the warehouse the charge for storage in transit is _____ per 100 lbs. per 30 day period or fraction thereof. If a public warehouse (not owned by carrier) is used the shipment shall be considered placed in permanent storage. STORAGE IN TRANSIT WILL BE FOR A MAXIMUM OF _____ DAYS.

Item 525 WAREHOUSE HANDLING

Warehouse Handling in: _____ per 100 lbs.
Warehouse Handling out: _____ per 100 lbs.

NOTICE

TARIFF GUIDELINES
FOR
PACKING SUPPLIES AND/OR SUPPLIES OF EQUIPMENT USED TO
PROTECT RESIDENTIAL HOUSEHOLD GOODS

On December 7, 1994, in Case 30181, the Department established policy concerning tariff charges on packing supplies and/or supplies or equipment used to protect residential household goods. The policy is that a carrier's transportation rates cover the expenses to protect the goods during the move. Charges for paper padding, cloth padding, bubble wrap, tape, and other similar items are not allowed on residential shipments of household goods unless specifically requested by the shipper.

Tariffs submitted violating this policy will not be accepted for filing. Any charges contained in tariffs on file with the Department violating this policy are null and void. Household goods carriers may not apply these charges to any residential moves unless the shipper requests the additional packing supplies and/or supplies or equipment to protect their household goods, on the bill of lading. The request must be in writing and the shipper must specifically and separately sign for the additional supplies and /or equipment used. If the request is made by the shipper prior to the actual move, the supplies and/or equipment requested and the shipper signature, must appear on the written estimate (if provided), and the order for service, in the same manner as prescribed for the bill of lading. The tariff charge for packing includes the labor and materials needed to properly pack the shipper's goods. The carrier may not charge for tape, newspaper print, styrofoam popcorn, bubble wrap or similar items in addition to the packing charges on residential shipments without shipper authorization.

Carriers are allowed to publish tariff items for padding, bubble wrap, styrofoam popcorn packing containers, newspaper print, tape, masonite and similar materials, but these charges may only apply when the shipper specifically requests their use or they are to be used and retained by the shipper. All tariffs must include this restriction in application, when charges for these supplies and/or supplies or equipment are published.

Carriers are responsible for the proper packing and protection in transit, of all household goods tendered to them. Refusal by a shipper to pay for additional materials over and above the transportation and packing charges does not relieve the carrier of its responsibility, nor limit its liability, for any damages incurred.

Vehicle Identification or Unified Carrier Registration Requirement

Before beginning operations within New York State, if you are an 'intrastate only' carrier, you must identify the number of vehicles operating and purchase vehicle identification receipts for each vehicle. The fee per vehicle is \$10. This receipt must be carried in the vehicle at all times when you are using the vehicle.

As a new applicant, use form **MC121**. Should you acquire additional vehicles, use form **MC161** labeled "Supplemental" to purchase more receipts. These applications follow this page. Completed applications with your check or money order should be sent to the address printed at the bottom of the form.

Receipts must be purchased annually and are effective from January 1 through December 31 each year. Renewal applications are mailed in late September for the next calendar year.

If your USDOT number identifies you as an interstate carrier, in lieu of registering for Vehicle Identification cab cards, you must register for Unified Carrier Registration (UCR).

You can register and pay the fee for UCR online at www.ucr.gov.

This is also a yearly requirement, with the fee based on the number of commercial motor vehicles you operate.

**APPLICATION FOR VEHICLE IDENTIFICATION FOR
MOTOR CARRIERS, WHO OPERATE SOLELY IN NEW YORK STATE**

****IF YOU CROSS STATE LINES AT ANY TIME FOR BUSINESS PURPOSES OR HAVE AN MC NUMBER, PLEASE CALL US AT (518) 457-6512 SO THAT WE MAY REGISTER YOUR BUSINESS IN THE APPROPRIATE REGISTRATION PROGRAM.**

IF YOU OPERATE SOLELY WITHIN NEW YORK STATE PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR PAYMENT TO THE ADDRESS BELOW BY DECEMBER 31.

USDOT # _____ **MC# _____ (SEE ABOVE STATEMENT)

NYSDOT # _____

Carrier Name _____

Phone (____) _____

Street _____

City _____ State _____ Zip _____

Mailing address if different from above:

Street _____

City _____ State _____ Zip _____

I am applying for vehicle identification receipt(s) for vehicle(s) we intend to operate within New York State.

The applicant is only operating under New York State intrastate authority and requests receipt(s) for:

Number of vehicles _____ X \$10.00 each = \$ _____

The applicant shall not knowingly permit any other person or organization to possess identification receipts issued pursuant to this application.

I, the undersigned, under penalty for false statement do hereby certify that the above information is true and correct and that I am authorized to execute and file this document as, or on behalf of, the above applicant. (Federal penalties, maximum of \$20,000 or imprisonment for 5 years, or both, 18 USC 1001; State penalties, maximum \$10,000 or suspension/revocation of operating authority, or both, 17 NYCRR 145).

(Signature)

(Title)

Complete and mail this application along with your payment to:

New York State Department of Transportation
OMSS/Vehicle Identification Unit
50 Wolf Road - POD 5-3
Albany, NY 12232

SUPPLEMENTAL
APPLICATION FOR VEHICLE IDENTIFICATION FOR
MOTOR CARRIERS, WHO OPERATE SOLELY IN NEW YORK STATE

****IF YOU CROSS STATE LINES AT ANY TIME FOR BUSINESS PURPOSES OR HAVE AN MC NUMBER, PLEASE CALL US AT (518) 457-6512 SO THAT WE MAY REGISTER YOUR BUSINESS IN THE APPROPRIATE REGISTRATION PROGRAM.**

IF YOU OPERATE SOLELY WITHIN NEW YORK STATE PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR PAYMENT TO THE ADDRESS BELOW BY DECEMBER 31.

USDOT # _____ **MC# _____ (SEE ABOVE STATEMENT)

NYSDOT # _____

Carrier Name _____

Phone (____) _____

Street _____

City _____ State _____ Zip _____

Mailing address if different from above:

Street _____

City _____ State _____ Zip _____

I am applying for vehicle identification receipt(s) for vehicle(s) we intend to operate within New York State.

The applicant is only operating under New York State intrastate authority and requests receipt(s) for:

Number of vehicles _____ X \$10.00 each = \$ _____

The applicant shall not knowingly permit any other person or organization to possess identification receipts issued pursuant to this application.

I, the undersigned, under penalty for false statement do hereby certify that the above information is true and correct and that I am authorized to execute and file this document as, or on behalf of, the above applicant. (Federal penalties, maximum of \$20,000 or imprisonment for 5 years, or both, 18 USC 1001; State penalties, maximum \$10,000 or suspension/revocation of operating authority, or both, 17 NYCRR 145).

(Signature)

(Title)

Complete and mail this application along with your payment to:

New York State Department of Transportation
 OMSS/Vehicle Identification Unit
 50 Wolf Road - POD 5-3
 Albany, NY 12232

•**HOURLY RATED MOVES** (ALL NEW YORK INTRASTATE MOVERS MUST PROVIDE HOURLY RATED MOVES) require 2 forms (Non-Binding Estimate/Order for Service and Uniform Household Goods Bill of Lading)

- **Non-Binding Estimate/Order for Service** –This form must be completed before the start of the move. Mover must fill out this form **completely** and customer (shipper) must fill out valuation portion (left side of form). It must be signed by customer (shipper) and the mover's representative. Mover must give the customer a copy at the time this form is signed.
- **Bill of Lading** – Mover must fill out this form **completely** with the following information:
 - ✓ Customer (shipper) name, address, pick up date, delivery date, start time, number of vans, number of workers, and price per hour. **The price per hour must be filled in before the move begins.**
 - ✓ Mover must ask customer (shipper) to fill in and sign the valuation section **before the move begins**. Mover signs at the bottom left of the form.
 - ✓ If mover provides packing, record containers used.
 - ✓ At the end of the move, mover enters total charges, and shipper must sign delivery acknowledgment at bottom right of form.
 - ✓ Mover gives copy of form to customer (shipper).

- **WRITTEN BINDING ESTIMATE MOVES** (OPTIONAL FOR MOVERS TO OFFER) require 2 forms (Inventory Sheet and Written Binding Estimate) to be completed **BEFORE THE MOVE BEGINS**.
 - **Inventory Sheet** – This form must be completed for all written binding moves. A physical inspection of the goods to be moved must be done and this inventory sheet is prepared. It must be filled out completely and signed by customer (shipper) and mover.
 - **Written Binding Estimate** – Mover must fill out this form completely with the following information before the move takes place:
 - ✓ Customer (shipper) name, address, phone number
 - ✓ Origin and destination
 - ✓ Physical conditions of both origin and destination facilities (identify elevators, stair carries, long haul carry, etc.)
 - ✓ A list of **all** services to be performed and covered by the estimate (i.e., move a piano)
 - ✓ Each item on the form **must be** checked either as a service requested or a service not requested, or at destination conditions could be unknown.
 - ✓ Total estimate in dollars and cents for **all** charges and services agreed to by the mover and customer (shipper)
 - ✓ Customer (shipper) must read the valuation options and show acceptance or rejection by initialing one of the options on the form
 - ✓ How long the estimate is good for (a minimum of 30 days is required)
 - ✓ The other side of the form must be completed to assess charges for any additional labor services not named on the face of the estimate and subsequently requested by the shipper at the origin or destination. The mover must indicate the hourly rate published in the tariff that will be used to determine the charge.
 - ✓ Both the customer (shipper) and the mover’s representative must sign and date the form.

When both the inventory sheet and written binding estimate forms are completed, mover’s representative gives copies to the customer (shipper) along with a copy of the “Summary of Information for Shippers of Household Goods” booklet.

- **WEIGHT/DISTANCE RATED MOVES** (OPTIONAL FOR MOVERS TO OFFER) require 3 forms -- Probable Cost of Services (weight basis), Order for Service, and Household Goods Bill of Lading (for services performed on a weight basis). The Order for Service is the same form as the form used for hourly rated moves. The other two forms: Probable Cost of Service (weight basis) and the Household Goods Bill of Lading (for services performed on a weight basis) are specific to which type of move is being done. Since most intrastate moves are

either hourly rated or written binding estimates, samples of these forms are not included. They are, however, available online for viewing.

"Summary of Information for Shippers of Household Goods" booklet must be given to each customer (shipper) at a face-to-face meeting prior to the movement of goods. This form can be downloaded from the NSYDOT website
<https://www.nysdot.gov/portal/page/portal/divisions/operating/oss/truck/moving>

HOUSEHOLD GOODS MOVING FORMS

HOURLY BASIS MOVES

Order for Service – Milbin #913

Non-Binding Estimate (Probable Cost of Service) (hourly basis) – Milbin #911

Bill of Lading (hourly basis) – Milbin #252C

WRITTEN BINDING ESTIMATE MOVES

Inventory Sheet – Milbin #4900

Written Binding Contract Form – Milbin #S-4899

WEIGHT/DISTANCE MOVES

Order for Service – Milbin #913

Non-Binding Estimate (Probable Cost of Service) (weight basis) – Milbin #912

Bill of Lading (weight basis) – Milbin #199C

WRITTEN BINDING ESTIMATE, ORDER FOR SERVICE, BILL OF LADING CONTRACT FOR RESIDENTIAL SHIPMENTS

ORDER NO. _____
 DATE _____
 THIS ESTIMATE EXPIRES _____

SHIPPER _____
 ADDRESS _____
 FLOOR _____ ELEV. _____ TEL. _____
 CITY _____ STATE _____
 SHIPPER'S DESTINATION CONTACT _____
 PACKING DATE REQUESTED _____

CONSIGNEE TO _____
 ADDRESS _____
 FLOOR _____ ELEV. _____ TEL. _____
 CITY _____ STATE _____
 PHONE _____
 DELIVERY DATE OR PERIOD OF TIME REQUESTED _____

CONDITIONS AT ORIGIN

CONDITIONS AT DESTINATION

ST - Straight Time
SR: Service Requested

SNR: Service Not Requested

OT - Overtime
CNK: Conditions Not Known

SR	SNR	TRANSPORTATION SERVICES REQUESTED	ST	OT
		BETWEEN PRIVATE HOMES & APTS.		
		CARTAGE TO STORAGE		
		Loose		
		Containerized		
		CARTAGE FROM STORAGE		
		Loose		
		Containerized		
		STORAGE IN TRANSIT		

SR	SNR	ORIGIN SERVICES REQUESTED	ST	OT
		Packing Material (loan)		
		Packing Material (delivery)		
		Packing Material (supply)		
		Packing		
		Additional Labor Men Hrs.		
		Piano <input type="checkbox"/> Grand <input type="checkbox"/> Upright		
		Articles Over 300 Lbs.		
		Stair Carry Flights		
		Elevator		
		Excessive Distance Ft.		
		Rigging, Hoisting or Lowering		
		Extra Pickup		
		Waiting Time min.		
		OTHER SERVICES (specify)		

CNK	SR	SNR	DESTINATION SERVICES REQUESTED	ST	OT
			Unpacking		
			Additional Labor Men Hrs.		
			Piano <input type="checkbox"/> Grand <input type="checkbox"/> Upright		
			Articles Over 300 Lbs.		
			Stair Carry Flights		
			Elevator		
			Excessive Distance Ft.		
			Rigging, Hoisting or Lowering		
			Extra Delivery		
			Waiting Time min.		
			OTHER SERVICES (specify)		

This shipment is automatically valued at, and insured for \$5,000. You must accept, or reject this valuation and insurance coverage by initialing one of the three options below.

OPTION 1 [] (Customer's Initials)

I accept the \$5,000 valuation and insurance coverage for which a charge of \$ _____ will be assessed. This charge is in addition to the written binding estimate charge.

OPTION 2 [] (Customer's Initials)

I reject the \$5,000 valuation and insurance coverage and order \$ _____ insurance coverage, for which a charge of \$ _____ will be assessed. This charge is in addition to the written binding estimate charge.

OPTION 3 [] (Customer's Initials)

I reject the \$5,000 valuation and insurance coverage, and understand that the shipment will be valued at 60 cents, per pound, per article. For this coverage there is no additional charge.

----- COINSURANCE -----

(Applicable in Connection With Options 1 and 2 above)

The actual value of my entire shipment is \$ _____

NOTE: If the actual value of your shipment is greater than the insurance coverage you ordered, COINSURANCE WILL APPLY. This means that the insurance ordered is _____% of the total value of the shipment. Therefore, your insurance coverage will be limited to this same percentage for any loss or damage.

Type of Insurance _____

Deductible \$ _____ (If Applicable)

Customer's Signature

[] Charge [] Prepaid [] C.O.D.

Written Binding Estimate Charge (for transportation & accessorial service)	
Charge for Insurance Coverage	
TOTAL CHARGE	
Prepayment Collected By	
BALANCE DUE	

PAYMENT IN CASH OR CERTIFIED CHECK, MONEY ORDER, TRAVELER'S CHECK OR CASHIER'S CHECK.

SHIPPER MUST SIGN FORM ON REVERSE SIDE AND READ "IMPORTANT NOTICE"

Certificate No. _____

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL
(For Transportation Services Performed on an HOURLY BASIS)

DATE _____

Received, subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated below. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

SHIPPER _____ CONSIGNEE _____
 ADDRESS _____ ADDRESS _____
 CITY _____ STATE _____ PHONE _____ CITY _____ STATE _____ PHONE _____
 FLOOR _____ ROOM _____ ELEV. _____ WALKUP _____ FLOOR _____ ROOM _____ ELEV. _____ WALKUP _____

Pick Up Date _____ Time _____ Delivery Date _____ Time _____

REMARKS
 (Packing data - Instructions on job - or other information)

TIME RECORD
 Start _____ AM _____ PM _____ Customer Initials _____
 Finish _____ AM _____ PM _____ Customer Initials _____

JOB HOURS _____
 TRAVEL TIME _____
 TOTAL HOURS _____

Check if Summary of Information for Shippers of Household Goods given.

VALUATION - HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 () CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

\$ _____
 (TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 () cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.

SHIPPER _____ DATE _____

TRANSPORTATION SERVICES - HOURLY BASIS	CHARGE
STRAIGHT TIME _____ Van(s) _____ Men _____ Hours at \$ _____ per hr.	
OVERTIME SERVICES _____ Van(s) _____ Men _____ Hours at \$ _____ per hr.	
Travel Time _____ Hours at \$ _____ per hr.	
Valuation (Additional Liability) Charge 50¢ per \$100 of declared value _____	
Other Charge _____	
Warehouse Handling _____ per _____ @ _____	
Transit Storage: From _____ To _____ @ _____	
S.I.T. Valuation Charge (Additional Liability) \$1.00 per \$1000 of declared value	

CONTAINER	CONTAINERS			Loan	Supply	PACKING			UNPACKING			TOTAL CONTAINERS PACKING AND UNPACKING	
	Number	Per Each	Extension			Number	Per Each	Extension	Number	Per Each	Extension		
BARREL, dish-pack, drum, etcetera				\$			\$			\$		↓	
BOXES, not over 5 cubic feet													
over 5 not over 8 cubic feet													
CARTONS: Less than 1½ cubic feet													
1½ cubic feet													
3 cubic feet													
4½ cubic feet													
6 cubic feet													
6½ cubic feet													
WARDROBE CARTON													
CRIB MATTRESS CARTON													
Mattress Carton (Not exceeding 54" x 75")													
Mattress Carton (Exceeding 54" x 75")													
MATTRESS COVER (Plastic or paper)													
CRATES AND CONTAINERS													
CRATES AND CONTAINERS (Minimum Chg.)													
TOTAL				\$			\$			\$		\$	

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER:

NAME _____
 ADDRESS _____
 CITY & STATE _____
 ATTENTION OF _____

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions

Signed _____
 CARRIER OR AUTHORIZED AGENT

TOTAL CHARGES Charge Prepaid C.O.D.
TOTAL PROBABLE COST CHARGES \$ _____
Maximum Amount Required To Be Paid on Delivery
 (If Probable Cost statement has been given shipper, the PROBABLE COST CHARGE PLUS 25%)
BALANCE DUE (15 Working Days. Credit Extended if Req.) _____
Prepayment Collected By _____
BALANCE DUE →→→→→

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted, and services ordered were performed.

X _____
 Rec'd for Storage _____ (Warehouse) _____ Consignee _____
 By _____ (Warehouseman's Signature) _____ Date _____ Per _____

ORDER FOR SERVICE

(Indicate whether Hourly or Weight Basis)

HOURLY BASIS WEIGHT BASIS

Certificate No.:

CARRIER'S REG. NUMBER

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER _____	CONSIGNEE TO _____
ADDRESS _____	ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____	FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____	CITY _____ STATE _____

CARRIER'S DELIVERING AGENT OR INTERLINING CARRIER (IF ANY)		ADDRESS _____	STATE _____	PHONE _____
NAME _____	CITY _____			

LOCATION OF CERTIFIED SCALE TO BE USED IN WEIGHING SHIPMENT AT ORIGIN

PACKING DATE REQUESTED	AGREED PICK UP DATE OR PERIOD OF TIME	AGREED DELIVERY DATE OR PERIOD OF TIME	
		EARLIEST	LATEST

SERVICES TO BE PERFORMED ON THIS SHIPMENT

SHIPPER'S CONTACT: Enroute Destination

NAME _____

ADDRESS _____

CITY _____ STATE _____ PHONE _____

SHIPPER DOES NOT DOES Request Notification Charges At:

NAME _____

ADDRESS _____

CITY _____ STATE _____ PHONE _____

HOURLY BASIS:

STRAIGHT TIME

_____ Van(s) _____ Men _____ Hours at \$ _____ per hour

OVERTIME SERVICES

_____ Van(s) _____ Men _____ Hours at \$ _____ per hour

Travel Time _____ Hours at \$ _____ per hour

WEIGHT BASIS:

MILES _____ WEIGHT _____ RATE PER CWT. _____

Check if Summary of Information for Shippers of Household Goods given.

VALUATION - HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

\$ _____

(To Be Completed by Person Signing Order)

VALUATION - WEIGHT BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO \$1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

\$ _____

(To Be Completed by Person Signing Order)

TOTAL PROBABLE COST CHARGES \$ _____

APPLICABLE ONLY IF PROBABLE COST OF SERVICES HAS BEEN GIVEN BY CARRIER TO SHIPPER.

MAXIMUM AMOUNT REQUIRED TO BE PAID ON DELIVERY:

On Hourly Rated Shipments, Probable Charge Plus 25%

On Weight Rated Shipments, Probable Charge Plus 10%

PAYMENT IN CASH OR CERTIFIED CHECK, MONEY ORDER, TRAVELER'S CHECK OR CASHIER'S CHECK.

ADDITIONAL INFORMATION:

THE SHIPPER (OR HIS REPRESENTATIVE) BY HIS SIGNATURE HEREBY ORDERS THE SERVICES OUTLINED HEREIN TO BE PERFORMED ON HIS BEHALF; AND FURTHER ACKNOWLEDGES THAT ALL ARRANGEMENTS REGARDING CONTACT WHILE EN ROUTE AND/OR AT DESTINATION, METHOD OF PAYMENT, AND NOTIFICATION OF CHARGES ARE AS DESIGNATED BY HIM.

_____ X _____

DATE SHIPPER OR HIS REPRESENTATIVE

BILLING INFORMATION

NAME _____

ADDRESS _____

CITY _____ STATE _____

ATTENTION OF: _____

THE CARRIER, BY SIGNATURE OF ITS REPRESENTATIVE, HEREBY ACCEPTS THIS ORDER FOR SERVICES AND AGREES TO PERFORM THE SERVICES OUTLINED HEREIN AND TO COMPLY WITH SUCH OTHER ARRANGEMENTS AS ARE SPECIFIED.

_____ X _____

DATE CARRIER'S REPRESENTATIVE

INVENTORY SHEET

(Applies in connection with

WRITTEN BINDING ESTIMATE, ORDER FOR SERVICE, BILL OF LADING AND CONTRACT FOR RESIDENTIAL SHIPMENTS, ORDER NO. _____, DATED _____)

Articles To Be Shipped	Articles Not To Be Shipped	Article	Cubic Feet Per Piece	Number of Pieces	Cubic Feet	Articles To Be Shipped	Articles Not To Be Shipped	Article	Cubic Feet Per Piece	Number of Pieces	Cubic Feet	Articles To Be Shipped	Articles Not To Be Shipped	Article	Cubic Feet Per Piece	Number of Pieces	Cubic Feet
		LIVING AND FAMILY ROOMS						NURSERY						MISCELLANEOUS			
		Bar, Portable	15					Crib, Baby	10					Desk, Office	30		
		Bench, Fireside or Piano	5					Table, Child	5					Fan	5		
		Bookcase	20					Pen, Play	10					Fernery or Plant Stands	10		
		Bookshelves, Sectional	5					Rug, Large or Pad	10					Food Lockers	5		
		Chair, Arm	10					Rug, Small or Pad	3					Garbage Cans	7		
		Chair, Occasional	15					KITCHEN						Golf Bag	2		
		Chair, Overstuffed	25					Breakfast, Suite Chairs	5					Heater, Gas or Electric	5		
		Chair, Rocker	12					Breakfast Table	10					Incinerator	10		
		Chair, Straight	5					Chair, High	5					Metal Shelves	5		
		Clock, Grandfather	20					Ironing Board	2					Ping Pong Table	20		
		Day Bed	30					Kitchen Cabinet	30					Pool Table	40		
		Desk, Small or Winthrop	22					Roaster	5					Power Tools	20		
		Desk, Secretary	35					Serving Cart	15					Sewing Machine	10		
		Fireplace Equipment	5					Stool	5					Sled	2		
		Foot Stool	2					Table	5					Step Ladder	5		
		Lamp, Floor or Pole	3					Utility Cabinet	10					Suitcase	5		
		Magazine Rack	2					Vegetable Bin	3					Table, Utility	5		
		Music Cabinet	10											Tackle Box	1		
		Piano, Baby, Gr. or Upr.	70					APPLIANCES (Large)						Tool Chest	10		
		Piano, Parlor Grand	80					Air Conditioner, Window	30					Tricycle	5		
		Piano, Spinet	60					Dehumidifier	10					Wagon, Child's	5		
		Radio, Table	2					Dishwasher	20					Waste Paper Basket	2		
		Record Player Port.	2					Dryer, Electric or Gas	25					Work Bench	20		
		Rugs, Large Roll or Pad	10					Freezer: (Cu. Capacity)									
		Rugs, Small Roll or Pad	3					10 or less	30					OTHER ITEMS (Specify)			
		Sofa, 2 Cushions	35					11 to 15	15								
		Sofa, 3 Cushions	50					16 and over	10								
		Sofa, 4 Cushions	60					Honer or Mangle	12								
		Sofa, Sectional, per Sect.	30					Range, Electric or Gas	50								
		Stereo	20					Refrigerator (Cu. Capacity)									
		Stud. Couch or Hideabed	50					6 cu. ft. or less	30								
		Tables, Dropl'f of Occas	12					7 to 16 cu. ft.	45								
		Tables, Coffee, End or Nest	5					11 cu. ft. and over	60								
		Telephone Stand & Chair	5					Vacuum Cleaner	5								
		Telephone Combination	25					Washing Machine	25								
		Television or Radio Console	15														
		Television Table Model	10														
		DINING ROOM						PORCH, OUTDOOR FURNITURE & EQUIPMENT						CONTAINERS (To Be Packed by Shipper)			
		Bench, Harvest	10					Barbecue or Port. Grill	10					Barrels	10		
		Buffet	30					Bath, Bird	5					Boxes, Wooden	3		
		Cabinet, Corner	20					Chairs, Lawn	5					Boxes, Wooden	5		
		Cabinet, China	25					Chairs, Porch	10					Boxes, Wooden	10		
		Chair, Dining	5					Clothes Line	5					Boxes, Wooden	15		
		Server	15					Clothes Dryer Rack	5					Boxes, Wooden	20		
		Table, Dining	30					Garden Hose and Tools	10					Carton			
		Tea Cart	10					Glider or Settee	20					Less Than 1 1/2 cu. ft.			
		Rugs, Large or Pad	10					Ladder, Extension	10					1 1/2 cu. ft.			
		Rugs, Small or Pad	3					Lawn Mower (Hand)	5					3 cu. ft.			
		BEDROOM						Lawn Mower (Power)	15					4 1/2 cu. ft.			
		Bed incl. Spring & Mattress:						Lawn Mower (Riding)	35					6 cu. ft.			
		Bed, Double	60					Leaf Sweeper	5					6 1/2 cu. ft.			
		Bed, King Size	70					Outdoor Child's Slide	10					Wardrobe Furnished by Carrier	15		
		Bed, Single or Holloywood	40					Outdoor Child's Gym	20					CONTAINERS (To Be Packed by Carrier)			
		Bed, Rollaway	20					Outdoor Drying Racks	5					Barrel	10		
		Bed, Bunk (set of 2)	70					Outdoor Swings	30					Boxes, Wooden	3		
		Bookshelves, Sectional	5					Picnic Table	20					Boxes, Wooden	5		
		Bureau, Dresser, Chest of Drawers, Chiffr. or Chifnr	25					Picnic Bench	5					Boxes, Wooden	10		
		Cedar Chest	15					Porch Chair	10					Boxes, Wooden	15		
		Chair, Boudoir	10					Rocker, Swing	15					Boxes, Wooden	20		
		Chair, Straight or Rocker	5					Roller, Lawn	15					Carton			
		Chaise Lounge	25					Rug, Large	7					Less Than 1 1/2 cu. ft.			
		Desk, Small or Winthrop	22					Rug, Small	3					1 1/2 cu. ft.			
		Dresser or Vanity Bench	3					Sand Box	10					3 cu. ft.			
		Dresser Double (Mr. & Mrs.)	50					Settee	20					4 1/2 cu. ft.			
		Night Table	5					Spreader	1					6 cu. ft.			
		Rug, Large or Pad	10					Table	10					6 1/2 cu. ft.			
		Rug, Small or Pad	3					Umbrella	5					Wardrobe Furnished by Carrier	15		
		Vanity Dresser	20					Wheel Barrow	8					Sub Total Col. 3			
		Wardrobe, Small	20					MISCELLANEOUS						Total Col. 1			
		Wardrobe, Large	40					Ash or Trash Can	7					Total Col. 2			
								Basket (Clothes)	5					Total Col. 3			
								Bicycle	10					GRAND TOTAL			
		NURSERY						Bird Cage & Stand	5								
		Bathinette	5					Card Table	1								
		Bed, Youth	30					Cabinet, Filing	20								
		Chair, Child's	3					Carriage, Baby	20								
		Chair, High	5					Chairs; Folding	1								
		Chest	12					Clothes, Hamper	5								
		Chest, Toy	5					Cot, Folding	10								
		Sub Total Col. 1						Sub Total Col. 2									

Date _____ Mover's Representative _____

Date _____ Shipper or His/Her Representative _____

ORDER FOR SERVICE/NON BINDING ESTIMATE

(Indicate whether Hourly or Weight Basis)

HOURLY BASIS WEIGHT BASIS

Certificate No.:

CARRIER'S REG. NUMBER

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER ADDRESS FLOOR _____ ELEV _____ TEL _____ CITY _____ STATE _____	CONSIGNEE TO ADDRESS FLOOR _____ ELEV _____ TEL _____ CITY _____ STATE _____
--	---

CARRIER'S DELIVERING AGENT OR INTERLINING CARRIER (IF ANY) NAME _____ ADDRESS _____ CITY _____ STATE _____ PHONE _____	LOCATION OF CERTIFIED SCALE TO BE USED IN WEIGHING SHIPMENT AT ORIGIN PACKING DATE REQUESTED _____ AGREED PICK UP DATE OR PERIOD OF TIME _____ AGREED DELIVERY DATE OR PERIOD OF TIME EARLIEST _____ LATEST _____
---	---

SHIPPER'S CONTACT: <input type="checkbox"/> Enroute <input type="checkbox"/> Destination NAME _____ ADDRESS _____ CITY _____ STATE _____ PHONE _____	SHIPPER DOES NOT <input type="checkbox"/> DOES <input type="checkbox"/> Request Notification Charges At: NAME _____ ADDRESS _____ CITY _____ STATE _____ PHONE _____
--	--

Check if Summary of Information for Shippers of Household Goods given.

WEIGHT BASIS:
MILES _____ WEIGHT _____ RATE PER CWT _____

VALUATION - HOURLY BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 90 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

\$ _____
(To Be Completed by Person Signing Order)

VALUATION - WEIGHT BASIS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 40 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO \$1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

\$ _____
(To Be Completed by Person Signing Order)

SERVICES TO BE PERFORMED ON THIS SHIPMENT

COST OF SERVICES (Based on tariff _____ DOT-NY-MT No. _____)	ESTIMATED CHARGES	ACTUAL CHARGES
TRANSPORTATION SERVICES:		
STRAIGHT TIME: _____ Van(s) _____ Men _____ Hours @ \$ _____ per hour	\$ _____	\$ _____
OVERTIME: _____ Van(s) _____ Men _____ Hours @ \$ _____ per hour	\$ _____	\$ _____
TRAVEL TIME: _____ Hours @ \$ _____ per hour	\$ _____	\$ _____
VALUATION CHARGE: (for liability on part of carrier in excess of that assumed when its lowest rates are charged)		
On Transportation: \$ _____ @ \$.50 per \$100, or fraction thereof		
On Storage-in-Transit: \$ _____ @ \$1.00 per \$1000 for each 30 days or fraction thereof		
WAREHOUSE HANDLING: per _____ @ _____		
STORAGE IN TRANSIT: From _____ To _____ @ _____		
PIANO CHARGE _____		
HOISTING OR LOWERING _____		
ADDITIONAL LABOR: Straight Time: _____ Men @ \$ _____ per hour		
Overtime: _____ Men @ \$ _____ per hour		
Other Charges: (Specify) _____		
(Specify) _____		
CONTAINER CHARGE (See below)		
PACKING CHARGE (See below)		
UNPACKING CHARGE (See below)		
TOTAL COST \$ _____	\$ _____	\$ _____

CONTAINER	CONTAINERS <input type="checkbox"/> Loan <input type="checkbox"/> Supply			PACKING			UNPACKING		
	Number	Per Each	TOTAL	Number	Per Each	TOTAL	Number	Per Each	TOTAL
BARREL, dish-pack, drum, etcetera			\$			\$			\$
BOXES, not over 5 cubic feet									
over 5 not over 8 cubic feet									
CARTONS: Less than 1 1/2 cubic feet									
1 1/2 cubic feet									
3 cubic feet									
4 1/2 cubic feet									
6 cubic feet									
6 1/2 cubic feet									
WARDROBE CARTON									
CRIB MATTRESS CARTON									
Mattress Carton (Not exceeding 54" x 75")									
Mattress Carton (Exceeding 54" x 75")									
MATTRESS COVER (Plastic or paper)									
CRATES AND CONTAINERS									
CRATES AND CONTAINERS (Minimum Chg.)									
		Costs \$		Costs \$			Costs \$		

APPLICABLE ONLY IF COST OF SERVICES HAS BEEN GIVEN BY CARRIER TO SHIPPER. MAXIMUM AMOUNT REQUIRED TO BE PAID ON DELIVERY:
On Hourly Rated Shipments, Charge Plus 25%
On Weight Rated Shipments, Charge Plus 10%

PAYMENT IN CASH OR CERTIFIED CHECK, CREDIT CARD, MONEY ORDER, TRAVELER'S CHECK OR CASHIER'S CHECK.

BILLING INFORMATION
NAME _____
ADDRESS _____
CITY _____ STATE _____
ATTENTION OF: _____

ADDITIONAL INFORMATION:

THE SHIPPER (OR HIS REPRESENTATIVE) BY HIS SIGNATURE HEREBY ORDERS THE SERVICES OUTLINED HEREIN TO BE PERFORMED ON HIS BEHALF, AND FURTHER ACKNOWLEDGES THAT ALL ARRANGEMENTS REGARDING CONTACT WHILE EN ROUTE AND/OR AT DESTINATION, METHOD OF PAYMENT AND NOTIFICATION OF CHARGES ARE AS DESIGNATED BY HIM.

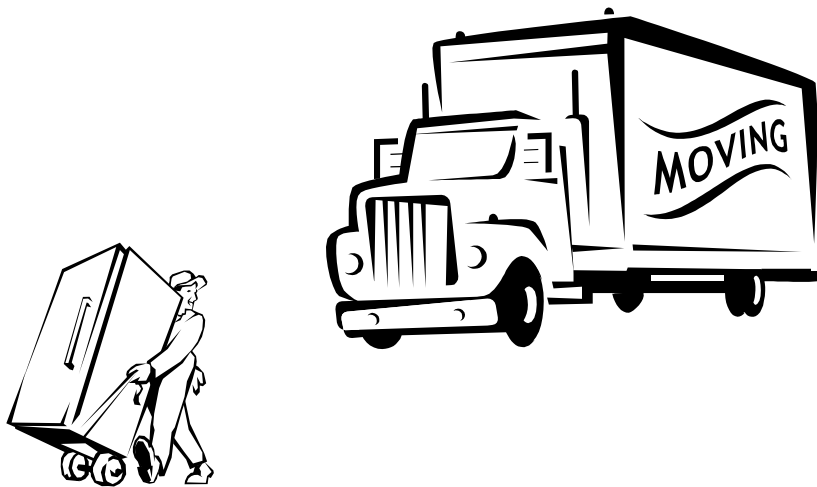
THE CARRIER, BY SIGNATURE OF ITS REPRESENTATIVE, HEREBY ACCEPTS THIS ORDER FOR SERVICES AND AGREES TO PERFORM THE SERVICES OUTLINED HEREIN AND TO COMPLY WITH SUCH OTHER ARRANGEMENTS AS ARE SPECIFIED.

DATE _____ X _____ SHIPPER OR HIS REPRESENTATIVE

DATE _____ X _____ CARRIER'S REPRESENTATIVE

Rev (9-21)

SUMMARY OF INFORMATION FOR SHIPPERS OF HOUSEHOLD GOODS



New York State Department of Transportation
50 Wolf Road, POD 53
Albany, NY 12232

Rev (9-21)

Dear Fellow New Yorker,

As someone about to move, the information in this booklet is important to you. You should **read it thoroughly so you will know what you may expect from the mover and what the mover expects of you.** It is designed to furnish you with the information necessary to keep you from making mistakes which could result in loss of your time and money. The Department of Transportation regulates the practices of carriers of household goods within New York State and requires that this booklet be given to you. You should contact your mover and/or visit their facility, if you have further questions.

The following are major sources of misunderstanding and difficulty when moving:

(1) Obtaining an Authorized Mover

Every mover authorized by the Department must, in its advertising or soliciting, give its name, certificate number and address. *Be wary of any mover who provides only a telephone number and cannot give you its certificate number.*

(2) Cost of Service

The cost of your move is determined by the rates in the mover's tariff which is on file with the Department. Some movers may give you a written statement of non-binding estimate, after looking over your household effects. If the final cost exceeds the amount in this statement substantially, the mover must, at your request, give you 15 days to pay the balance of the excess, as provided in our regulations.

(3) Liability of the Mover

Movers are not liable for the full value of lost or damaged goods unless special arrangements are made. Have the mover explain what the minimum standard liability is, and how you may get additional protection.

(4) Claims

You must have proof of your claim. The best proof will be written notations on the shipping papers made at the time of delivery.

(5) Pickup and Delivery Dates

If the mover cannot make the pickup or delivery at the time and date you have agreed upon, the mover must notify you of the delay and of the new date or period of time when the pickup or delivery will be made.

To avoid these and other problems, and to help ensure a smooth move, you should carefully read this booklet which covers, for your benefit and protection, many subjects and questions relating to your shipment of household goods.

REGULATED TRANSPORTATION

As the result of a law enacted in 1992, all household goods movements within New York State are regulated by the Department of Transportation, and can only legally be performed by movers authorized through the Department. Every such mover is required in its advertising, or soliciting, to give you information about its certificate of authority and company address. These movers are required to obey the law and the rules and regulations of the Department. One such rule requires them to file with the Department, and have available for your inspection, a tariff setting forth rates and charges. **DO NOT USE AN UNLICENSED MOVER!**

DO'S AND DON'TS OF MOVING

The majority of movers and their agents are reputable businesspeople who will not promise services they cannot legally provide. Keep in mind the following "DO'S and DON'TS" when selecting a mover.

DO...

Read this information booklet *in its entirety*.

Select your household goods mover with care. To verify that the mover is authorized by the Department of Transportation, you can contact the Department at **518-457-6512** or email nymoving@dot.ny.gov

Be sure that agreements between you and mover are *in writing* and on the *order for service* and the *bill of lading*. (See page 4 for description of these documents.)

Consider obtaining more than one estimate and be wary of exceptionally low estimates.

If a physical inventory record of your household goods is prepared, examine for accuracy as to the number of items, condition of furniture, etc.

Make sure you understand the limited standard liability of the household goods movers. Ask the mover to explain this minimum liability and how you can get additional protection.

Schedule your departure and arrival with enough flexibility to allow for unforeseen delays on the part of the mover.

Notify your building manager prior to moving day if you are moving from or to a residence with elevator access or limited parking.

Advise the mover of telephone numbers and/or addresses where you can be reached en route, or at destination, or both. You may designate in writing, someone to act as your representative, if required.

Consider the arrangement and final placement locations of your furniture in your new residence before your goods are delivered.

Be certain that everything listed on the inventory, if prepared, is accounted for before the van operator leaves either origin or destination.

File a claim in writing with the mover if you determine that your shipment has sustained loss or damage.

Note on the final *bill of lading*, any missing items or apparent damage.

DON'T...

Fail to read this information booklet.

Believe that any estimate given by a mover, except a *written binding estimate*, will be the *actual* cost of your move.

Expect the mover to provide boxes, cartons, wardrobes, or other packaging materials, free of charge.

Plan to leave your old residence until the moving company leaves. If you are unable to be present, designate someone to act on your behalf.

Fail to make a final check to be certain all items to be moved have been loaded.

Fail to make arrangements to have available, in cash, or certified check, or money order the maximum amount shown on the *order for service* unless credit has been arranged for in advance. This amount may exceed the 25 percent on hourly-rated moves and by 10 percent on weight-rated and *written binding estimate* moves. *You have 15 days to pay any unpaid balance over these amounts.*

Don't sign any receipt for your household goods until you are *certain* no items remain on the truck.

Expect the mover to provide clean-up service, disconnection and reinstallation of appliances, fixtures, etc., free of charge.

ORDER FOR SERVICE - WHAT IS IT?

The mover will prepare *an order for service* which you and the mover must sign before the shipment is picked up. This document must contain the following information:

- (1) Shipper's name, address, and telephone number.
- (2) Consignee's name, address, and telephone number.
- (3) Name, address, and telephone number of the carrier's delivery agent or, if the shipment is to be interlined, the name, address, and telephone number of the delivery carrier.
- (4) Agreed pickup time and date and agreed delivery time and date or in lieu of specific dates, the period of time within which pickup, delivery, or the entire move, will be accomplished.

- (5) Complete description of special services ordered.
- (6) Any identification or registration number assigned the shipment by the carrier.
- (7) Amount of *non-binding estimate* and method of payment of total tariff charges.
- (8) Maximum amount required to be paid in cash, certified check, or money order to relinquish possession of a C.O.D. shipment.
- (9) Whether shipper requests notification of charges and the address at which such communication will be received.

BILL OF LADING DOCUMENT - WHAT IS IT?

The mover will issue to you a *bill of lading* at time of pickup. This document is important as it serves as a receipt for your goods and represents the contract between you and the mover. There are three types of bills of lading, one for each type of move described below.

(1) Hourly-Rated Moves

The driver will ask you to initial the start and finish times. The start time will usually be the time the movers arrive at your old address and start to load. The finish will be the time they finish the job and leave your new address. An additional travel time charge will be added to cover the time spent traveling from the mover's terminal to your old address, and back to the terminal from your new address. For some movers, the starting time shown is the time the crew left the terminal to go to your old address and the finishing time to return to the terminal after finishing the job. In that case, there should be no charge for travel time.

(2) Weight-Rated Moves

The driver should present you with a weight ticket showing the tare weight (the weight of the empty vehicle) at the start of loading. At destination, the driver should present you with another ticket showing the gross weight (weight of the loaded vehicle). Your charges will be based upon the difference in these weights.

(3) Written Binding Estimate Moves

The *bill of lading* is combined with the *order for service* to include all services to be performed and covered by the binding estimate and will be accompanied by a detailed *inventory sheet* of the goods to be moved.

The *bill of lading* also sets forth the liability of the mover for loss and damage.

The *bill of lading* includes a delivery receipt. (Please refer to the section on **Filing of Claims** page 8)

HOW MUCH SHOULD IT COST YOU TO MOVE?

The cost of your transportation is generally determined in three ways:

- (1) For hourly rated moves, the charge is based upon the time it takes to do the job; including travel to and from your residences. The mover will quote an hourly rate for a van and a number of workers. Factors such as weather, traffic conditions, moving van accessibility, etc., as well as your own "readiness" will have an impact on the cost of your move. For any additional services, such as packing, rigging, storage, etc., there will be additional charges.
- (2) For weight/distance moves, the charge is based upon the weight of your goods and the distance they will travel.
- (3) For moves of any distance, the mover may, if it has a provision in its tariff, offer a **written binding estimate**. This is a written contract covering all of the transportation charges and services agreed to by you and the mover. Make sure the items shown to the mover at the time of the estimate, are listed accurately on the **table of measurements**.

It is important to remember that, with the exception of written binding estimates, the exact cost of your move cannot be determined until the job is completed on an hourly-rated move, or your goods are loaded in the van and weighed for a weight-rated move.

Some movers will schedule an appointment and send an experienced estimator to your home prior to moving day to look over your household effects. The estimate will help you to plan your financial arrangements in advance of your moving date. Section 196 of the NYS Transportation Law requires all movers to provide a free on-site estimate if requested by the shipper.

It is your responsibility to show the estimator everything you intend to move and what special services you may need. Conditions at your new location are also a factor in the mover's estimate. Give the moving company as much information as possible.

If you have not made arrangements with the mover for credit, the mover will insist on payment of the actual charge in cash, or by certified check or money order. If the actual charges exceed **the non-binding estimate**), you may defer payment of part of the excess as follows:

Hourly-Rated Moves

If the total charges exceed the **non-binding estimate** by more than 25 percent, the mover is required, at your request, to deliver your goods upon payment of the **non-binding estimate** plus 25 percent.

Weight-Rated Moves

If the total charges exceed the **non-binding estimate** by more than 10 percent, the mover is required, at your request, to deliver your goods upon payment of the **non-binding estimate** plus 10 percent.

Written Binding (Estimate) Moves

If a dispute arises over variances between the actual quantity of goods moved or services performed and the **written binding estimate**, the mover is required, at your request, to deliver your goods upon payment of the amount of the **written binding estimate** plus 10 percent.

For any type of move, additional monies due the movers must be paid within 15 days. (excluding Saturdays, Sundays and holidays).

However, if you have requested the mover to pack and move more items or provide more services, than those included in the estimate, such as destination charges (i.e., long carry charges, shuttle charges, extra

stair carry charges, or elevator charges and others often not known at origin); *the mover is entitled to charge for those added services and collect full payment for them at the time of delivery.*

NOTE: IT IS ILLEGAL FOR A MOVER TO OFFER YOU A DISCOUNT OFF ITS TARIFF RATES.

WHO PREPARES YOUR ARTICLES FOR SHIPMENT?

The care with which your goods are packed determines the condition in which they arrive at your new home. If done correctly, performing your own packing will save money. Should you decide to perform all or part of your packing, you should do so with care. Use strong containers, which may be obtained from an outside source or rented or purchased from the mover. Special attention should be given to packing fragile items such as glass table tops and shelves, lamps, lampshades, pictures, mirrors, electronics, etc. All items must be properly packed before loading. Should you desire the mover perform the packing, the mover will supply the containers and perform the packing, unpacking, or both. There is a charge for containers, and for each container packed or unpacked by the mover. The mover is not responsible for damage to items you pack *unless* there is evidence of mishandling.

Certain moving preparations are your responsibility and should be made *before* the movers arrive, even if they perform both the packing and unpacking. Electronics, and major appliances such as refrigerators and washing machines, require disconnecting and special services to protect them during shipment. Other items which are attached to walls or floors such as draperies, pictures, or tacked-down carpets should be removed and ready for shipment. Some moving companies may provide these services for you at your request and expense. *Do not pack money, jewelry, or important papers. Valuable personal items of this kind should never be packed with the shipment. The mover has no liability for these types of items. Hazardous items such as paints, propane tanks, oil, and other flammables cannot be shipped. Consult with your mover for a detailed list of these types of "non-allowable" items.*

PRESS BOARD, PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE

Furniture manufactured from press board, particle board and engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not built to withstand the normal stresses of a move as an assembled unit. Most are not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, unrepairable damage. **Talk to your mover about the various options available to handle these types of furniture.**

WHEN WILL YOUR SHIPMENT BE PICKED UP?

Movers are required to transport shipments with *reasonable dispatch*. The term reasonable dispatch means the performance of transportation at the time and date, or period of time, agreed to by the carrier and shown on the carrier's *order for service* and *bill of lading*. The mover is required to prepare the *order for service* prior to receipt of your shipment. It must be signed by both you and the mover. A copy of this order shall be given to you. You should make sure that the pickup date and time shown on the *order for service* is agreeable to you. If the mover promises you a pickup on a particular time or date or within a given period of days, it is required by the Department's regulations to exercise reasonable diligence in attempting to provide such pickup on that date or within the promised period. If the mover is unable to pickup on the date and time specified, the mover must promptly notify you of the delay and when the pickup will be made.

WHEN WILL YOUR SHIPMENT BE DELIVERED?

The shorter distance hourly rated moves, generally present no problem since delivery is usually made the same day. The following observations are applicable to the longer distance weight rated moves;

Your moving company is not required to make delivery on any exact date, but only within a reasonable time after loading. However, you and the mover must state on the order for service and bill of lading that you have agreed to delivery of your possessions on a certain date or within a certain period of time. If the mover cannot meet those dates, the mover is required to notify you to set a new delivery schedule.

CONDITION OF YOUR HOUSEHOLD GOODS

Upon arrival to pick up your goods, the mover may make notations on an inventory, or a *bill of lading*, about any pre-existing damage to the furniture. If a written inventory is prepared, make sure that an accurate description of the condition of your furniture is entered on the record. Before signing such record, note on it any exceptions you may have as to the condition description. For example, the driver may note that "chest is scratched." You may add for example, "on left side only," if that is the case.

WHAT IS THE MOVER'S LIABILITY FOR LOSS OR DAMAGE?

It is important to understand the mover's liability in the event your goods are lost or damaged. This is governed by the valuation statement on the *bill of lading*. In most cases, in the event of loss or damage, you will not be entitled to a payment that comes near the value of your household goods unless you declare the actual cash value of your goods on the *bill of lading* or purchase "*full replacement value protection*" for your goods. Both these options will increase the cost of your move. **Ask your mover to explain the cost and various coverage options available for your particular type of move.**

You may also have the option to purchase additional insurance from your own agent or broker.

FILING OF CLAIMS

As previously explained in this booklet, the amount of the mover's liability for loss and damage may depend upon the type of protection you purchased. If you need to file a claim, the earlier this is done, the sooner the mover can review it. ***Your best proof of a claim is to make a notation on the bill of lading, inventory or delivery receipt at the time of delivery.*** If you should later discover that an article was lost or damaged, ***and you have proof that such loss or damage was caused by the mover,*** you may still file a claim. However, your claim is much more difficult to review if it is made a long time after you receive your goods. Unless there are unusual circumstances, a claim should be filed within **90** days from the date your property is delivered.

Under the Department of Transportation regulations, every moving company that receives a written claim for loss or damage to property is required to acknowledge such claim in writing within **30** days after receipt. Further, the mover is required either to pay, decline, or make a firm compromise settlement offer in writing within **90** days after receipt of the claim. In the event the mover is unable to do so, the mover is required to notify the customer every **30** days thereafter, in writing, of the status of the claim and the reasons for the delay in making final disposition.

The Department of Transportation can be of assistance to you by requiring the mover to take timely action on your claim. However, it has no authority to determine whether the mover is liable in particular circumstances, or the amount necessary to repair or replace articles cannot be decided by the Department of Transportation. If you cannot reach a satisfactory settlement, your recourse is a civil action in court or arbitration.

Movers are required to file evidence of insurance with the Department of Transportation. This assures the payment of any claims ***for which the mover may be liable.*** You may obtain the name of a mover's insurance company by writing to the:

Department of Transportation
Office of Safety and Security Services
50 Wolf Road, POD 53
Albany, NY 12232
(518) 457-6512

Also, movers are required to designate an agent for the service of legal process in every state through which they operate. Thus, if it should be necessary, you can commence legal action by serving the appropriate papers on the designated agent. The name of a mover's process agent can be obtained also by writing the Department of Transportation. If you obtain a judgment from a Court, the mover must pay it within **60** days unless execution is stayed or arrangements for payment have been made.

The Department of Transportation sincerely hopes that this booklet has been of assistance and that you have a safe, enjoyable move.

If you have questions that have not been addressed in this booklet,
please contact the department at:

1-518-457-6512

ADVERTISING

* No common carrier of household goods, nor any person acting on their behalf, shall advertise under any other name than that in which the carrier's operating authority is held.

* The carrier's address and number of the certificate of authority issued by the Department must appear in all advertising.

* No common carrier of household goods, nor any person acting on their behalf, will distribute or publish advertising which represents the carrier offering discounts, or will offer any rates, charges or services which violate the rules and regulations of New York State.

* No common carrier of household goods shall advertise or represent to the public that "all loads are insured" or similar wording.

* No carrier shall advertise or represent themselves to the public until after such time the carrier has obtained operating authority from the Department.

Please refer to Section 10 of this binder (Household Goods Rules and Regulations) under Section 814.1.

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814.0 Applicability and definition.

This Part is applicable to the transportation of household goods, defined as personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling and such other similar property. Household goods shall not include property moving from a factory or store, except such property as the householder has purchased with intent to use in his or her dwelling and which is transported at the request of, and the transportation charges paid to the carrier by, the householder.

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814.1 Advertising and solicitation.

(a) No common carrier of household goods nor any officer, agent, employee or representative thereof, shall advertise by any means, solicit or otherwise hold itself out to the public to perform or actually perform the transportation of household goods authorized by its certificate of public convenience and necessity, in any name other than that in which the carrier's operating authority is held. The carrier's address and the number of the certificate of public convenience and necessity issued to the carrier by the Commissioner of Transportation shall be included in all advertising.

(b) No common carrier of household goods nor any officer, agent, employee or representative thereof shall display, distribute or publish advertising or any other material which represents that the carrier is offering or will offer any rates, charges or services or will commit any act prohibited by statute or the rules and regulations of the commissioner.

(c) No common carrier of household goods or any officer, agent, employee or representative thereof shall advertise or represent to the public that “all loads are insured” or similar wording.

(d) No common carrier of household goods shall act as agent for any other such common carrier in the solicitation or transportation of shipments of household goods between points which such agent is authorized to serve and for which it shall have established rates different from those of its principal.

(e) Each carrier of household goods shall give to every prospective shipper, when arrangements for transportation are made at a face-to-face meeting, a copy of “Summary of Information for Shippers of Household Goods” in the form prescribed by the commissioner. If no personal interview is had with a prospective shipper, and the time for pickup is more than 24 hours from the time the arrangements for transportation were agreed upon, a carrier shall cause such summary to be delivered in person or electronically to the shipper prior to the pickup. Whenever a carrier has furnished a summary to the shipper, an appropriate notation shall be made on the bill of lading.

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814.2 Determination of charges.

(a) All common carriers of household goods by motor vehicle engaged in the transportation of household goods subject to the jurisdiction of the Commissioner of Transportation shall establish rates for the transportation of household goods in the manner and form required by section 196 of the Transportation Law and the contemporaneously effective rules and regulations prescribed by the commissioner in Parts 825, 826 and 829 of this Title.

(b) Transportation charges shall be computed in accordance with the carrier's tariff on file with the Commissioner of Transportation.

(c) Accessorial, additional or terminal services.

(1) Every common carrier of household goods by motor vehicle shall establish in the manner prescribed in section 196 of the Transportation Law and the contemporaneously effective rules and regulations issued pursuant thereto in Parts 825, 826 and 829 of this Title, the charges to be made for each accessorial, additional or terminal service rendered in connection with the transportation of household goods by motor vehicle. The tariffs establishing such charges shall separately state each service to be rendered and the charge therefor.

(2) Carriers shall establish one charge for a complete packing service including providing a container, packing and unpacking and a separate charge for such service without unpacking and may establish separate charges for other combinations or forms of packing service.

(3) Charges for services shall be separately stated on a unit or hourly basis whichever is appropriate. Tariffs may state an hourly labor charge applicable to miscellaneous labor service performed at the request of a shipper in connection with the transportation, when a rate is not separately stated in the tariff for the service so requested.

(4) No charge so established shall be lower than the cost of performing the service. Such charges are not to be included, but are in addition to the charges based on the rate for transporting the household goods. The carrier shall not render a service for which no separate charge has been established.

(d) No discounts of any nature whatsoever shall be authorized by tariff provisions, or otherwise allowed by any such common carrier, and no rates or charges shall be established based upon prepayment of charges.

(e) Every common carrier of household goods and every officer, employee, agent or representative thereof, at the time of booking a movement of household goods, shall make a full and complete disclosure of all information as to rates and charges for the proposed service to be performed, including but not limited to: travel time if permitted by carrier's tariff; storage charges, if any; overtime rates, packing and container charges; labor charges; piano and hoisting charges; the method of payment of the total charges; and the limits of the carrier's liability for loss or damage to the shipment.

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814.3 Non-binding estimate and order for service.

(a) Whenever a non-binding estimate and order for service for a proposed service shall be given by a carrier to a prospective shipper of household goods, it shall be made only after a visual inspection of the goods by an estimator prior to the day of the scheduled move, or upon verified information from the shipper. If at the time of the move, the shipper requests additional moving services that were not listed on the original non-binding estimate and order for service, an adjustment may be made by the carrier to the non-binding estimate to reflect the additional services and/or charges. Such statement shall be in writing. The form shall be fully executed as appropriate in each case in accordance with the instructions thereon. A true legible copy of each form prepared in accordance with this subdivision shall be delivered to the shipper before the pickup of the goods; and a copy thereof shall be maintained by the carrier as part of its record of the shipment. The order for service shall be signed by the shipper or his representative who is ordering the service, and by the carrier or its agent; the requirement of the shipper's signature shall apply to all orders for service, except where there is both an agreement for the extension of credit by the carrier and a written waiver of such requirement signed by the shipper or his representative. A copy of the order for service shall be dated and furnished the shipper or his representative at the time it is executed. In lieu of such written statement as herein above described, a carrier shall quote its rates for transportation and the charges for all proposed services to be performed in accordance with the provisions of its proposed tariff.

(b) Carriers may furnish to shippers or prospective shippers a non-binding estimate form which may contain statements of the weights of average pieces of furniture and other household articles of various types, for use by the shipper in making his own estimate of the total weight of his goods. If cubic foot measurements are used in arriving at the weight, the form shall state that a weight factor of seven pounds per cubic foot shall be used.

(c) In each instance in which the actual charges on any shipment exceed by more than 10 percent the amount of the non-binding estimate given by the carrier to the shipper, immediately upon determining the actual charges, the carrier shall inform the shipper of the amount thereof, by telephone, e-mail or other electronic means, provided that the requirement of this subdivision shall not apply where credit is to be extended by the carrier.

(d) Whenever the total tariff charges on a C.O.D. shipment shall exceed by more than 10 percent the non-binding estimate given by the carrier on a weight-rated move or by more than 25 percent of the non-binding estimate given by a carrier on an hourly-rated move, such carrier must relinquish possession of the entire shipment upon payment of the amount of the non-binding estimate plus 10 percent thereof in the case of weight-rated moves or upon payment of the non-binding estimate plus 25 percent thereof in the case of an hourly-rated move, and the carrier shall defer payment of the remainder of the tariff charges for a period of at least 15 days following delivery, excluding Saturdays, Sundays and holidays.

(e) Every motor common carrier shall, prior to receipt of the goods, prepare an order for service which contains the following minimum information:

- (1) shipper's name, address, telephone number and/or email address;
- (2) consignee's name, address, telephone number and/or email address;
- (3) name, address, telephone number, and/or email address of the carrier delivering the goods;
- (4) pickup time period and date and delivery time period and date as agreed to by shipper and carrier, or in lieu of specific dates the period or periods of time agreed to within which pickup, delivery, or the entire move will be accomplished;
- (5) complete description of special or accessorial services ordered;

- (6) any identification or registration number assigned the shipper by the carrier;
- (7) amount of estimated charges and method of payment of total tariff charges; and
- (8) where shipper requests notification of charges the method by which such communication will be received.

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814.4 Bill of lading.

Every motor common carrier of household goods authorized by the Commissioner of Transportation shall issue a bill of lading, for each shipment transported by it.

- (a) A bill of lading shall be issued by the carrier at the time when such household goods are received. No bill of lading shall be issued prior to such time.
- (b) Whenever a bill of lading is issued in accordance with subdivision (a) of this section, the following information must be included thereon:
 - (1) for hourly-rated moves:
 - (i) the name, address, telephone number and/or email address of the carrier;
 - (ii) the Department of Transportation certificate number of the carrier;
 - (iii) name of shipper and points of origin and destination;
 - (iv) date and time period of pickup and delivery;
 - (v) tariff rates for transportation and description of all accessorial or incidental services to be performed with the tariff charges therefor;
 - (vi) method of payment of all charges;
 - (vii) method of computation of rates;
 - (viii) the starting time shall be shown with the initials of the shipper, and if the carrier's tariff provides for a rate for overtime that is higher than for straight time, such rates shall be separately stated;
 - (ix) whenever a carrier's tariff provides for a rate on the basis of units or size of vehicle, such information shall be shown;
 - (2) for weight-rated moves:

- (i) the name, address, telephone number and/or email address and Department of Transportation certificate number of the motor carrier that will transport the shipment; if the shipment is to be interline, the name, address, telephone number and/or email address of the connecting carrier;
 - (ii) the name, address, telephone number and/or e-mail address of the office of the carrier issuing the bill of lading that should be contacted in relation to the shipment, should there be a need;
 - (iii) the name, address and telephone number and/or email address of a person to whom notification provided for in section 814.5(c) of this Part shall be given, except when this cannot be obtained from the shipper;
 - (iv) the date of actual pickup and the agreed date of delivery or the agreed period of time within which delivery of the shipment is expected at destination;
 - (v) the tare weight shall be entered on the copy of the bill of lading given to the shipper with the tare weight ticket attached thereto, before the vehicle onto which the shipment has been loaded is weighed to determine the gross weight of the vehicle and the net weight of the shipment;
 - (vi) amount of estimated charges and method of payment of total tariff charges.
- (c) All common carriers by motor vehicle engaged in the transportation of household goods under authority of the Commissioner of Transportation must issue a bill of lading at the time when such household goods are delivered at destination.
- (d) Whenever a bill of lading is issued in accordance with subdivision (c) of this section, the following must be included thereon:
- (1) for hourly-rated moves:
 - (i) the same information as contained in subdivision (b) of this section;
 - (ii) an itemized description of all rates and charges made and the total of all charges;
 - (iii) the finishing time, with the initials of the shipper;
 - (2) for weight-rated moves:
 - (i) the same information as contained in subdivision (b) of this section;
 - (ii) the gross weight of the vehicle after the loading of the shipment;
 - (iii) the net weight of each shipment, which shall be determined by deducting the tare weight prior to loading each shipment from the gross weight after loading the shipment;
 - (iv) the correct tariff mileage and rate;
 - (v) all accessorial services and the charges for each and all services incidental to the transportation for which a charge is provided therefor in the carrier's tariff;
 - (vi) the total of all charges.

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814.5 Reasonable dispatch.

(a) The term *reasonable dispatch* shall mean the performance of transportation at the time period and date agreed upon by the carrier and the shipper shown on the order for service and recorded on the bill of lading.

(b) Every motor common carrier authorized by the Commissioner of Transportation to transport household goods, shall transport each shipment accepted by it for transportation with reasonable dispatch except when delay is caused by act of God, public enemy, riots, strikes or acts of public authorities.

(c) Whenever a carrier is unable to make a pickup or delivery of a shipment of household goods at the time and date, the carrier shall notify the shipper or his representative, by telephone, electronically or in person at the carrier's expense, of the delay and of the new date or period of time when such pickup or delivery will be made. The notification shall be given as soon as it becomes apparent to the carrier that it is unable to pick up or deliver the shipment in accordance with the terms of the agreement.

(d) No carrier shall knowingly and willfully give false or misleading information as to the reasons for the delay in making a pickup or delivery of a shipment.

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PART 814. TRANSPORTATION OF HOUSEHOLD GOODS BY COMMON CARRIERS

17 CRR-NY 814.6

17 CRR-NY 814.6

814.6 Dispute as to charges.

Whenever a dispute arises as to the charges to be paid of the method of payment at time of delivery of the shipment, the carrier shall not withhold the entire shipment pending full payment of the bill of lading, but may retain no more of the property than is necessary to cover the amount of charges to be paid: provided, however, that among the goods delivered shall be included all items of life sustenance, beds, kitchen tables and chairs. If a non-binding estimate and order for service has been given as provided in section 814.3(a) of this Part, then payment of charges should be made in accordance with section 814.3(d) of this Part.

17 CRR-NY 814.6

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17 CRR-NY 814.7NY-CRR

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17 CRR-NY 814.7

17 CRR-NY 814.7

814.7 Signed receipt for shipment-release prohibited.

No delivery acknowledgement on any shipping document to be signed by the consignee at time of delivery shall contain language which purports to release or discharge the carrier or its agents from liability other than a statement that the property has been received in apparent good condition except as noted on the shipping documents.

17 CRR-NY 814.7

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17 CRR-NY 814.8NY-CRR

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17 CRR-NY 814.8

17 CRR-NY 814.8

814.8 Claims for loss, damage or overcharge.

(a) Every common carrier which receives a written claim for loss or damage to property transported by it or for overcharge shall acknowledge receipt of such claim in writing to the claimant within 30 calendar days after its receipt by the carrier or carrier's agent. The carrier shall at the time such claim is received, record the date of its receipt on the claim.

(b) Every such carrier which receives an electronic or written claim for loss or damage to household goods transported by it, or for overcharge shall pay, decline, satisfactorily adjust or make a firm compromise settlement offer in writing to the claimant within 90 days after receipt of the claim by the carrier or its agent; provided that, if the claim cannot be processed or disposed of within 90 days after receipt thereof, the carrier shall at that time and after the

expiration of each succeeding 30-day period while the claim remains pending advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition thereof and send a copy of such letter electronically to nymoving@dot.ny.gov or by surface mail to the Department of Transportation, 50 Wolf Road, POD 5-3, Albany, NY 12232.

(c) Every common carrier of household goods shall maintain a claim register showing for each claim of loss, damage or overcharge, the name of the claimant, the date of the claim, whether the claim was settled or disallowed and the date of settlement or disallowance.

(d) Whenever a judgment of a duly constituted court of law, based upon a complaint for loss or damage or overcharges in respect to a movement of household goods, is recovered against a carrier, such carrier shall satisfy the judgment within 30 days from the date thereof, unless execution of the judgment is stayed by court order or other statutory provisions, or unless satisfactory arrangements for the payment of the judgment have been made between the parties.

17 CRR-NY 814.8

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For more information regarding the Motor Carrier Safety Regulations please see the following:

<https://www.fmcsa.dot.gov/safety/carrier-safety/motor-carrier-safety-planner>

More information to follow at required compliance class.

In addition, please keep the following documents on file:

- Latest tariff filed with NYSDOT
- Any correspondence from NYSDOT

