

House Bill 64

By: Representative Thomas of the 65th

A BILL TO BE ENTITLED

AN ACT

1 To amend Chapter 1 of Title 40 of the Official Code of Georgia Annotated, relating to
2 identification and regulation of motor vehicles, so as to require a household goods carrier to
3 provide a customer or prospective customer with a written binding or nonbinding estimate
4 prior to contracting to provide services for the transportation of household goods for such
5 customer; to provide for a short title; to provide for definitions; to require a household goods
6 carrier to include certain provisions in nonbinding and binding estimates for the
7 transportation of household goods, relinquish possession of household goods under certain
8 conditions, and defer demand for payment of additional charges; to require household goods
9 carriers to relinquish possession of household goods so long as a specified percentage of
10 payment has been made; to prohibit household goods carriers from retaining possession of
11 certain items under any circumstance; to allow household goods carriers to bill for
12 unforeseen circumstances and impracticable operations after 30 days; to provide for related
13 matters; to provide for an effective date; to repeal conflicting laws; and for other purposes.

14 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

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Chapter 1 of Title 40 of the Official Code of Georgia Annotated, relating to identification and regulation of motor vehicles, is amended by adding a new Code section to read as follows:

"40-1-118.1.

(a) This Code section shall be known and may be cited as the 'Georgia Mover to Mover Act.'

(b) As used in this Code section, the term:

(1) 'Binding estimate' means a written agreement made in advance between a household goods carrier and a customer in which the carrier guarantees that the customer will not be required to pay more than the amount of the estimate based upon the quantities and services agreed to in the estimate.

(2) 'Customer' means a person or entity that hires or utilizes a household goods carrier to transport household goods or for ancillary services related to the transportation of household goods, regardless of the contractual relationship or lack thereof between such person or entity and household goods carrier.

(3) 'Household goods' means the personal effects or other personal property commonly found in a home, personal residence, or other dwelling, including, but not limited to, household furniture, household appliances, kitchenware, electronic equipment, tools, apparel, and other items used for the comfort of the owner and his or her family.

(4) 'Household goods carrier' means a carrier that, in the normal course of its business of transporting household goods, offers some or all of the following services: binding and nonbinding estimates; inventorying; protective packing and unpacking of individual items at a home, personal residence, or other dwelling; and loading and unloading of such items at a home, personal residence, or other dwelling.

(5) 'Impracticable operations' means conditions which make it physically impossible for the household goods carrier to perform pickup or delivery of household goods without specialized equipment or significant additional labor.

42 (6) 'Nonbinding estimate' means a written estimate made in advance by a household
43 goods carrier and agreed to by a customer based upon an estimated weight of the
44 shipment and the services requested that is not binding on such carrier. The final charges
45 to the customer shall be based upon the actual weight of the shipment, the services
46 provided, the tariff provisions in effect, and any fees for unforeseen circumstances or
47 impracticable operations.

48 (c) A household goods carrier shall provide a customer or prospective customer with a
49 binding or nonbinding estimate prior to contracting to provide services for the
50 transportation of household goods for such customer.

51 (d) A household goods carrier providing a nonbinding estimate to a customer or
52 prospective customer shall:

53 (1) Clearly describe in the nonbinding estimate the volume and character of the
54 household goods comprising the shipment that such carrier will transport and all services
55 such carrier will provide as part of the contracted service, include all other information
56 such carrier requires in order to provide a nonbinding estimate, and describe any
57 unforeseen circumstances and impracticable operations that will result in additional
58 charges and the amount of such charges;

59 (2) Perform any and all transportation and services detailed in the nonbinding estimate
60 at rates not to exceed the amounts provided in such estimate, and, upon the customer's
61 payment of no more than 110 percent of the estimated charges in the nonbinding
62 estimate, relinquish possession of or deliver the customer's shipment as agreed and
63 without delay; and

64 (3) Defer demand for the payment of the balance of any charges in excess of 110 percent
65 of the estimated charges in the nonbinding estimate for a period of 30 days after
66 relinquishing possession of or delivering the shipment.

67 (e) A household goods carrier providing a binding estimate to a customer or prospective
68 customer shall:

69 (1) Clearly describe in the binding estimate the volume and character of the household
70 goods comprising the shipment that such carrier will transport and all services such
71 carrier will provide as part of the contracted service, include all other information such
72 carrier requires in order to provide a binding estimate, and describe any unforeseen
73 circumstances and impracticable operations that will result in additional charges and the
74 amount of such charges;

75 (2) Perform any and all transportation and services detailed in the binding estimate at
76 rates not to exceed the amounts provided in such estimate, and, upon the customer's
77 payment of no more than 100 percent of the estimated charges in the binding estimate,
78 relinquish possession of or deliver the customer's shipment as agreed and without delay;
79 and

80 (3) Defer demand for the payment of the balance of any charges in excess of 100 percent
81 of the estimated charges in the binding estimate for a period of 30 days after relinquishing
82 possession of or delivering the shipment.

83 (f) A household goods carrier shall relinquish possession of household goods to a customer
84 and place such goods inside such customer's home, personal residence, or other dwelling,
85 or as directed by the customer, unless the customer has not tendered payment in the amount
86 specified in paragraph (2) of subsection (d) of this Code section for a nonbinding estimate
87 or paragraph (2) of subsection (e) of this Code section for a binding estimate.

88 (g) A household goods carrier shall not refuse to relinquish possession of prescription
89 medicines, medical devices, legal documents, or goods for use by children, including
90 children's furniture, school materials, clothing, and toys.

91 (h) A household goods carrier may bill a customer for unforeseen circumstances at the
92 destination of the move and for impracticable operations at pickup or delivery 30 days after
93 relinquishing possession of or delivering the shipment.

94 (i) The commissioner is authorized to make such rules and regulations and prescribe such
95 forms as are necessary to carry out the provisions of this Code section."

96 **SECTION 2.**

97 This Act shall become effective upon its approval by the Governor or upon its becoming law
98 without such approval.

99 **SECTION 3.**

100 All laws and parts of laws in conflict with this Act are repealed.