

(11) a statement authorizing performance of the listed services, signed and dated by the household goods carrier and the shipper; and

(12) a statement signed and dated by the shipper authorizing delivery of household goods at a destination where the shipper is not present if the shipper intends for the household goods carrier to deliver to a site where the shipper will not be present.

(b) Delivery. A household goods carrier must give a completed copy of the moving services contract to the shipper upon delivery of the shipment. The household goods carrier must release the household goods to the shipper at destination if the shipper pays the maximum price listed on the moving services contract. Except as provided by subsection (c) of this section, the moving services contract shall be signed and dated by the household goods carrier and the shipper confirming the shipment has been delivered. This signature only confirms delivery of the shipment. Except as provided in subsection (e) of this section, this copy must include the information listed in subsection (a) of this section and:

(1) the total charges for the shipment and the specific nature of each charge, including the method used to calculate the minimum and total charges if the shipment was not transported based on a binding proposal;

(2) an explanation of all additional moving services provided in accordance with §218.56(d) of this title (relating to Proposals and Estimates for Moving Services); and

(3) the addresses of the origin, destination, and any stops in transit if not previously provided on the moving services contract at the origin.

(c) Delivery to a destination where the shipper is not present. If a shipper authorizes the household goods carrier to deliver household goods to a destination where the shipper is not present, as allowed in subsection (a)(12) of this section, the moving services contract need not be signed and dated by the shipper at the time of delivery.

(d) Pre-existing transportation contracts. A household goods carrier is not required to comply with subsection (b)(1) and (2) of this section if a pre-existing transportation contract sets out the maximum amount the shipper could be required to pay for the transportation services. Pre-existing transportation contracts include, but are not limited to, corporate contracts for the relocation of multiple employees.

(e) Copies. To the extent this section requires a copy of a document or a written document, the document may be in a printed or electronic format.

(f) Signatures. The signatures of the shipper and the household goods carrier, as required by this section, may be transmitted by facsimile or other electronic means. These signatures must be separate from any signatures required by the household goods carrier such as the acknowledgment of the statement of value of the shipment.

Source Note: The provisions of this §218.57 adopted to be effective February 4, 2010, 35 TexReg 663; amended to be effective March 12, 2015, 40 TexReg 1104; amended to be effective July 2, 2017, 42 TexReg 3275