

on each article that is included in the shipment.

(b) You must prepare the inventory before the shipment is loaded in the vehicle for transportation in a manner that provides the individual shipper with the opportunity to observe and verify the accuracy of the inventory if he or she so requests.

(c) You must furnish a complete copy of the inventory to the individual shipper before beginning to load the shipment. A copy of the inventory, signed by both you and the shipper, must be provided to the shipper, together with a copy of the bill of lading, before you begin to load the shipment.

(d) Upon delivery, you must provide the shipper with the opportunity to observe and verify that the same articles are being delivered and the condition of those articles. You must also provide the shipper the opportunity to note, in writing, any missing articles and the condition of any damaged or destroyed articles. In addition, you must also provide the shipper with a copy of all such notations.

(e) You must retain inventory forms for at least one year from the date you created the form.

AMSA noted its recommended addition would also entail a change in that portion of the Your Rights and Responsibilities publication which deals with this issue (Subpart E—Pick Up of My Shipment of Household Goods).

AMSA therefore recommends adopting the following language in lieu of that proposed:

Should my mover write up an inventory of the shipment?

Yes. Your mover should prepare an inventory of your shipment before loading. The inventory should be a detailed listing of the cartons and uncartoned articles included in your shipment noting any damage or unusual wear to any articles. The purpose of the inventory is to make a list of the articles included in your shipment and a record of the condition of each article.

After completing the inventory both you and the driver should sign each page. Before you sign it, make sure that the inventory lists every item in the shipment and that the entries regarding the condition of each article are accurate. You have the right to note any disagreement in the form. When your mover delivers your shipment, your ability to prove that any articles were lost or damaged may depend on the accuracy of the inventory. Your mover should give you a copy of the inventory. Be sure to keep your copy in a safe place; it is an important part of your shipment records. Your mover will keep the original. If your mover's driver completed the inventory, the mover will attach the complete inventory to the bill of lading as an addendum.

Response to Comments

FMCSA agrees with NACAA and AMSA. We have added the proposed requirements in § 375.503 of the interim final rule and included that a mover

must write an inventory of all items involved in a move, assigning each item an identification number. The mover must prepare an inventory before it allows its agents or drivers to load the shipment. The mover must provide a complete copy to the shipper before loading the shipment. Upon delivery, the mover must provide the shipper with an opportunity to verify the same articles are being delivered and the condition of those articles. The mover must provide the shipper the opportunity to note any missing articles and the condition of any damaged or destroyed articles. Finally, the mover must provide the shipper with a copy of all such notations.

Section 375.503 Must I Write Up a Bill of Lading?

NACAA supports the requirement that all prices, terms, and services be presented in written documents signed by the mover and delivered to the shipper before the household goods are packed and loaded and that the allowable form of payment be specified in writing. NACAA supports requiring movers to retain shipping records, including bills of lading, for a period of one year.

The 25AG recommend that the rules should require clear and conspicuous disclosure on all documents, including estimates and bills of lading, of what form of payment will be required upon delivery of household goods, if different from the form of payment received at the outset of the transaction. If a carrier accepts a credit card as only a guarantee, the 25AG assert, the carrier should disclose that the credit card is not the form of payment that will be accepted upon delivery and also must disclose the form acceptable at delivery.

Response to Comments

FMCSA has modified this section (renumbered as § 375.505 in the interim final rule) based on the comments. New paragraph (b)(4) requires movers to specify on the bill of lading the form of payment acceptable at delivery, which must be the same form of payment entered on the estimate and order for service. New paragraph (b)(14) specifies that the attachments to the bill of lading are an integral part of the bill of lading contract. Also, proposed paragraph (b)(4) has been deleted as unnecessary.

Section 375.505 Must I Determine the Weight of a Shipment?

The 25AG strongly agree with the proposed opposition to the use of non-certified on-board trailer scales.

Air-Weigh states that its scales convert truck and trailer air-spring air

pressure to accurate weight display. Its scale determines how much weight per pound of air pressure the suspension is supporting by comparing empty and loaded vehicle weights with air pressure required to support the weight. It states that once calibrated, the scale displays the on-the-ground weight of each axle group to within 200 to 300 pounds of an accurate platform scale. Comparative statistical research is being conducted, which Air Weigh intends to forward to the FMCSA when it becomes available.

The Cat Scale Company believes that on-board weighing is not in the best interest of the shipper when addressing the issue of shipper protection. It stated that "the allowance of on-board weighing would eliminate the customer being given a certified, 'legal for trade' weight of their goods as performed by a third party. The owner of the on-board scale would actually be the party transporting the goods and therefore have an interest in the weight of those goods."

Cat Scale states further that full length certified scales are governed by regulations established by the National Institute of Standards and Technology (NIST) under the U.S. Department of Commerce. Cat states these regulations are published in the Handbook 44 publication. Most States have adopted Handbook 44 as the State's governing regulations or have regulations in force that are based, in large part, on Handbook 44. Cat asserts that each State very aggressively checks certified scales to insure their compliance with Handbook 44 and in turn seals the scale to show that the scale may be used to give a "legal for trade" weight.

Cat also states that significant ongoing maintenance of a certified scale is necessary in order to keep it 100 percent accurate and able to meet Handbook 44 requirements. For example, Cat uses a 200,000 pound capacity scale, having 10,000 graduations of 20 pounds each found in Table 6 Handbook 44 Section 2.20, Scales, pages 2–23. In order for Cat to maintain proper calibration of that scale, when Cat applies 25,000 pounds of test weights to the scale, the maximum deviation tolerance allowed by NIST would be three graduations or 60 pounds. When Cat initially placed into service the scale, the maximum allowable deviation was one half that or 30 pounds. It is Cat's understanding that the deviation of an on-board scale (using Air-Weigh's model 5600 as an example) is 200–300 pounds per axle group. That equates to as much as 900 pounds of potential error per typical load. If the average household goods load weighs 6,023 pounds, Cat believes 900 pounds represents a significant percentage of