TxDMV's Role

Mediation
A shipper may make a written request for mediation regarding a dispute over a fee, or damage to your household goods. A mediation request must be received at TxDMV within 35 days after the mover has responded to your claim with an unsatisfactory offer or denial of your claim, or if you do not receive a response from the mover after 90 days from the original claim.

Mediation is coordinated by TxDMV at no cost to the shipper. Ideally, mediation will be held by telephone, by written submissions or in person at TxDMV facilities in Austin, Texas. If mediation is unsuccessful, you may pursue the claim in a court of law at your expense.

Complaints
If you have a complaint against a moving company in Texas, you can file a complaint with TxDMV by:

- Going Online: **www.TxDMV.gov**
- Calling: **1(888) 368-4689**
- Emailing: **TruckStop@TxDMV.gov**

Interstate Moves
Movers who transport shipments across state lines are regulated by the Federal Motor Carrier Safety Administration (FMCSA). For more information on inter-state moving companies or to file a complaint regarding an interstate move, visit: **www.protectyourmove.gov** or contact: **Federal Motor Carrier Safety Administration, www.fmcsa.dot.gov; 1(800) 832-5660.**

Need more help?
Visit www.TxDMV.gov

Texas Department of Motor Vehicles
Enforcement Division
1(888)368-4689
www.TxDMV.gov

Your Rights & Responsibilities

When *You* Move in Texas

(January 2025)

Texas Department *of* Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

CHOOSING A LICENSED MOVER

All household goods motor carriers (movers) operating within Texas are required to have an active TxDMV Certificate number and abide by the motor carrier rules and regulations under Chapter 218 of title 43, Texas Administrative Code. This includes major van lines, as well as local movers with trucks and trailers. If you are planning to hire a moving company in Texas, we want you to be aware of your rights and responsibilities when choosing a mover. Find more information at www.TxDMV.gov.

Choosing Your Mover

There are many moving companies, so choose your mover carefully. Shop around to find the best prices and services. TxDMV does not regulate fees charged by movers and as a state agency, we will not recommend specific moving companies. However, we do provide a searchable database on our website (**www.TxDMV.gov**) that you can access to verify whether your mover is properly registered. You can also contact the department's Enforcement Division at 1(888) 368-4689 to obtain information regarding your mover's complaint history. You can also contact the Better Business Bureau (**www.bbb.org**) for additional information regarding your mover.

Proposal for Moving Services

Once you've selected your mover, make sure you get everything in writing. Movers are required to provide you with a written proposal **prior** to loading your items. The proposal may be either a binding proposal (states the exact price of the move) or a not-to-exceed proposal (states the maximum price of the move). If the proposal is accepted by the shipper and the carrier transports the shipment, then the proposal is considered an addendum to the moving contract.

For movers to give you an accurate estimate, you must be clear about the items you want moved and advise the mover of any special conditions, such as stairs, long carries or elevators that are involved in the move. The proposal should also indicate when payment is due, and what forms of payment are accepted, such as personal checks or credit cards.

Mover's Liability

Before the move, you and your mover are authorized to agree to the amount of your mover's liability, if any, for loss of or damage to your items. You and the mover could agree that the mover would have no liability to you for loss of, or damage to your items, or you and your mover could agree to more mover liability. For example, some movers and shippers (customers of a mover) could agree to limit the mover's liability to 60 cents per pound per item. For example, if a 50–pound television is damaged as a result of a move, the mover is only required to reimburse you $30 (50 lbs. X 0.60 = $30). Some movers may assume a higher level of liability; however, it must be agreed upon in writing by both parties and additional fees may be assessed by the mover. Keep in mind that the mover's limits on liability are not the same as insurance. You, as the shipper, can obtain additional insurance to protect your items.

DURING YOUR MOVE

Moving Services Contract

Your mover is also required to provide you with a copy of the moving services contract prior to loading your items. The agreements on the written proposal provided by your mover also become a part of your contract and can be one combined document. The contract should contain all the information about your move including your name, the mover's name, the origin and destination points and a clear and concise disclosure of the mover's liability for loss or damage of your property.

Be sure all agreements between you and your mover are written into the moving services contract. **Do not rely on any verbal agreements. READ AND UNDERSTAND ALL DOCUMENTS CAREFULLY BEFORE SIGNING YOUR NAME.**

Inventory of Goods Being Moved

Some movers may offer to prepare a descriptive inventory of your items for an additional cost. If an inventory is prepared, it should list all items to be moved and their condition. It should also be signed by both you and the mover prior to and after the move. As with any shipping document, you should review it for accuracy before signing.

Important: Inventories are often used during the claims process; inspect your shipment carefully. Make sure all items are accounted for. If there is obvious loss or damage, note this on the inventory at the time of delivery.

Pickup and Delivery Dates

Advise your mover of any deadlines that you might have with regards to pickup and delivery dates and times. Note these deadlines either on your written proposal or moving services contract. If you are not available at the agreed upon times, contact your mover immediately. If you alter the pickup and/or delivery dates or times you may be charged additional fees.

Delivery

Your mover must provide you with a completed copy of the moving services contract signed by both you and the mover upon delivery of your shipment. This signature only confirms delivery of the shipment. Make any damage notations on the contract document before signing.

Paying the Moving Company

Remember that the last amended contract or written proposal lists the total price that you will be required to pay at the time of delivery. You should be prepared to pay the maximum amount shown on the written proposal provided by the mover.

IN CASE OF A PROBLEM

Claims

If you have any disputes about charges, loss or damage to your items, you need to file a written claim with the mover within 90 days of the delivery date and must include enough information for the mover to investigate your claim along with any specific monetary amounts requested or other solutions you are seeking. Your mover has 23 days to respond acknowledging your claim and has 90 days to pay, deny or make a settlement offer. If your claim involves damaged goods, you should preserve the containers and the damaged goods. The mover has the right to inspect any containers or damaged goods within 30 days of receiving your claim.

Important: If your mover does not receive the claim within 90 days of delivery, your claim can be denied.