

Article - Commercial Law

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§14–3103.

(a) In this section, “excess charges” means an amount, in excess of the estimate provided to a consumer, charged by a household goods mover for additional services that:

- (1) Are provided before or during an intrastate move; and
- (2) Are necessary because of circumstances that:
 - (i) Are beyond the control of the household goods mover; and
 - (ii) Could not have been reasonably anticipated by the household goods mover.

(b) Subject to subsection (e) of this section, a household goods mover shall provide a written estimate to a consumer before providing household goods moving services for an intrastate move.

(c) The written estimate shall:

- (1) Separately identify each household goods moving service that the household goods mover will provide and the price of each service;
- (2) Separately identify each fee that the consumer will or may be required to pay;
- (3) State the estimated total price;
- (4) State the time and method of payment for the household goods moving services; and
- (5) Indicate clearly whether the estimate is binding on the consumer and household goods mover.

(d) (1) A consumer who receives a binding estimate from a household goods mover may not be required to pay more than the estimated total price stated in the estimate for the household goods moving services described in the estimate.

(2) A consumer who receives a nonbinding estimate from a household goods mover may not be required to pay more than 125% of the estimated total price stated in the estimate for the household goods moving services described in the estimate, plus any applicable excess charges.

(e) A consumer may waive the right to receive a written estimate under subsection (a) of this section if the waiver is made voluntarily and without coercion by the household goods mover.

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