

You should file a claim as soon as possible. If you fail to file a claim within 9 months, your mover may not be required to accept your claim. If you institute a court action and win, you may be entitled to attorney's fees if you submitted your claim to the carrier within 120 days after delivery or the scheduled date of delivery (whichever is later), and (1) the mover did not advise you during the claim settlement process of the availability of arbitration as a means for resolving the dispute; (2) a decision was not rendered through arbitration within the time required by law; or (3) you are instituting a court action to enforce an arbitration decision with which the mover has not complied.

While the Federal Government maintains regulations governing the processing of loss and damage claims (49 CFR part 370), it cannot resolve those claims. If you cannot settle a claim with the mover, you may file a civil action to recover your claim in court under 49 U.S.C. 14706. You may obtain the name and address of the mover's agent for service of legal process in your State by contacting the Federal Motor Carrier Safety Administration. You may also obtain the name of a process agent via the Internet. Go to <http://www.fmcsa.dot.gov> then click on Licensing and Insurance (L&I) section.

In addition, your mover must participate in an arbitration program. As described earlier in this pamphlet, an arbitration program gives you the opportunity to settle, through a neutral arbitrator, certain types of unresolved loss or damage claims and disputes regarding charges that were billed to you by your mover after your shipment was delivered. You may find submitting your claim to arbitration under such a program to be a less expensive and more convenient way to seek recovery of your claim. Your mover is required to provide you with information about its arbitration program before you move. If your mover fails to do so, ask the mover for details of its program.

SUBPART I—RESOLVING DISPUTES WITH MY MOVER

WHAT MAY I DO TO RESOLVE DISPUTES WITH MY MOVER?

The Federal Motor Carrier Safety Administration Does Not Help You Settle Your Dispute With Your Mover

Generally, you must resolve your own loss and damage disputes with your mover. You enter a contractual arrangement with your mover. You are bound by each of the following three things:

- (1) The terms and conditions you negotiated before your move.
- (2) The terms and conditions you accepted when you signed the bill of lading.

(3) The terms and conditions you accepted when you signed for delivery of your goods.

You have the right to take your mover to court. We require your mover to offer you arbitration to settle your disputes with it.

[72 FR 36775, July 5, 2007]

PART 376—LEASE AND INTERCHANGE OF VEHICLES

Subpart A—General Applicability and Definitions

Sec.

376.1 Applicability.

376.2 Definitions.

Subpart B—Leasing Regulations

376.11 General leasing requirements.

376.12 Written lease requirements.

Subpart C—Exemptions for the Leasing Regulations

376.21 General exemptions.

376.22 Exemption for private carrier leasing and leasing between authorized carriers.

376.26 Exemption for leases between authorized carriers and their agents.

Subpart D—Interchange Regulations

376.31 Interchange of equipment.

Subpart E—Private Carriers and Shippers

376.42 Lease of equipment by regulated carriers.

AUTHORITY: 49 U.S.C. 13301 and 14102; and 49 CFR 1.73.

SOURCE: 44 FR 4681, Jan. 23, 1979, unless otherwise noted. Redesignated at 61 FR 54707, Oct. 21, 1996.

EDITORIAL NOTE: Nomenclature changes to part 376 appear at 66 FR 49871, Oct. 1, 2001.

Subpart A—General Applicability and Definitions

§ 376.1 Applicability.

The regulations in this part apply to the following actions by motor carriers registered with the Secretary to transport property:

- (a) The leasing of equipment with which to perform transportation regulated by the Secretary.
- (b) The leasing of equipment to motor private carrier or shippers.
- (c) The interchange of equipment between motor common carriers in the

§ 376.2

performance of transportation regulated by the Secretary.

[44 FR 4681, Jan. 23, 1979. Redesignated at 61 FR 54707, Oct. 21, 1996, as amended at 62 FR 15423, Apr. 1, 1997]

§ 376.2 Definitions.

(a) *Authorized carrier.* A person or persons authorized to engage in the transportation of property as a motor carrier under the provisions of 49 U.S.C. 13901 and 13902.

(b) *Equipment.* A motor vehicle, straight truck, tractor, semitrailer, full trailer, any combination of these and any other type of equipment used by authorized carriers in the transportation of property for hire.

(c) *Interchange.* The receipt of equipment by one motor common carrier of property from another such carrier, at a point which both carriers are authorized to serve, with which to continue a through movement.

(d) *Owner.* A person (1) to whom title to equipment has been issued, or (2) who, without title, has the right to exclusive use of equipment, or (3) who has lawful possession of equipment registered and licensed in any State in the name of that person.

(e) *Lease.* A contract or arrangement in which the owner grants the use of equipment, with or without driver, for a specified period to an authorized carrier for use in the regulated transportation of property, in exchange for compensation.

(f) *Lessor.* In a lease, the party granting the use of equipment, with or without driver, to another.

(g) *Lessee.* In a lease, the party acquiring the use of equipment with or without driver, from another.

(h) *Sublease.* A written contract in which the lessee grants the use of leased equipment, with or without driver, to another.

(i) *Addendum.* A supplement to an existing lease which is not effective until signed by the lessor and lessee.

(j) *Private carrier.* A person, other than a motor carrier, transporting property by motor vehicle in interstate or foreign commerce when (1) the person is the owner, lessee, or bailee of the property being transported; and (2) the property is being transported for sale,

49 CFR Ch. III (10–1–11 Edition)

lease, rent, or bailment, or to further a commercial enterprise.

(k) *Shipper.* A person who sends or receives property which is transported in interstate or foreign commerce.

(l) *Escrow fund.* Money deposited by the lessor with either a third party or the lessee to guarantee performance, to repay advances, to cover repair expenses, to handle claims, to handle license and State permit costs, and for any other purposes mutually agreed upon by the lessor and lessee.

(m) *Detention.* The holding by a consignor or consignee of a trailer, with or without power unit and driver, beyond the free time allocated for the shipment, under circumstances not attributable to the performance of the carrier.

[44 FR 4681, Jan. 23, 1979, as amended at 49 FR 47850, Dec. 7, 1984; 62 FR 15424, Apr. 1, 1997]

Subpart B—Leasing Regulations

§ 376.11 General leasing requirements.

Other than through the interchange of equipment as set forth in § 376.31, and under the exemptions set forth in subpart C of these regulations, the authorized carrier may perform authorized transportation in equipment it does not own only under the following conditions:

(a) *Lease.* There shall be a written lease granting the use of the equipment and meeting the requirements contained in § 376.12.

(b) *Receipts for equipment.* Receipts, specifically identifying the equipment to be leased and stating the date and time of day possession is transferred, shall be given as follows:

(1) When possession of the equipment is taken by the authorized carrier, it shall give the owner of the equipment a receipt. The receipt identified in this section may be transmitted by mail, telegraph, or other similar means of communication.

(2) When possession of the equipment by the authorized carrier ends, a receipt shall be given in accordance with the terms of the lease agreement if the lease agreement requires a receipt.

(3) Authorized representatives of the carrier and the owner may take possession of leased equipment and give and