



Moving Season

More than 40 million Americans change residences each year, and a large number of those moves take place in the summer months. If you are preparing to move, it is important to know your rights and responsibilities when hiring a moving company.

Most moving companies are legitimate, reputable businesses, but there are a growing number of complaints against interstate movers who hold their clients' possessions hostage on their truck, demanding far higher sums than their agreed-upon estimate. There are several key characteristics to look for that will help you avoid running into rogue movers:

- *The movers should offer or agree to an onsite inspection.*

Do not trust estimates done sight-unseen that seem too good to be true. They probably are.

- *The company's Web site should feature a local address and information about their registration and insurance.*

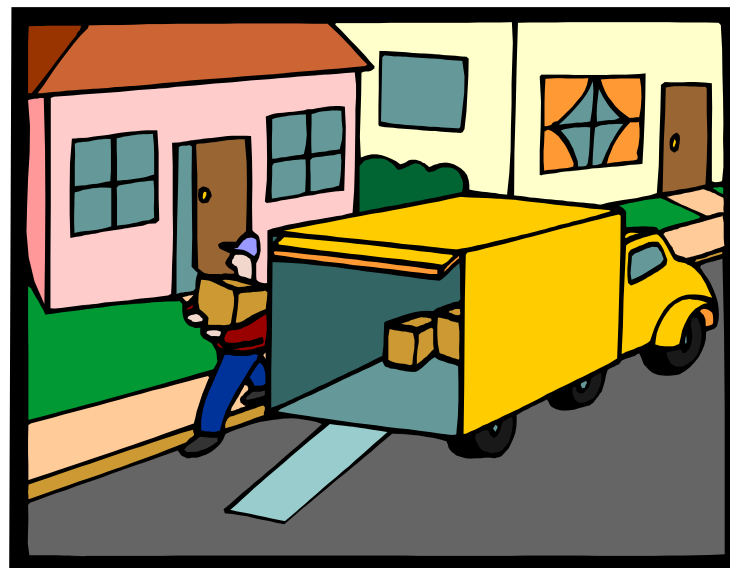
- *On moving day, you should see a company-owned or marked fleet truck, not a rental.*



For interstate moves, the Federal Motor

Carrier Safety Administration (FMCSA) requires the company to have a U.S. DOT number. You can double check this registration at www.protectyourmove.gov. For moves within a state, regulations vary. Check with your local consumer affairs agency for more information.

Once you have selected your mover and you feel confident that they are a reputable company, you should understand what their liability is with your belongings. All movers must provide basic liability of \$0.60 per pound per article. This protection is provided at no extra cost to you. However, with it, the moving company is liable by weight rather than value. For instance, under this no-cost liability, if the mover loses or destroys a ten-pound object valued at \$1,000, they are still only liable for \$0.60 multiplied by ten pounds, or \$6.00. You also have the option of Full-Value Protection (FVP), a comprehensive protection plan. Under FVP, if any article is lost, damaged, or destroyed, the mover must repair it, replace it, or pay you the current market value of that item. You will



automatically receive this level of protection, and the cost is a percentage of the total value you place on your shipment. The more value you assign to your property, the more it will cost to secure FVP.

As a third option, some movers may also offer separate liability insurance through a third-party insurance company. If you choose to purchase this extra liability insurance through your mover, the mover is required to issue a policy or other written record of it at the time of purchase. Without such documentation, the mover is liable for any loss or damage caused by its negligence.

There are some actions that will limit or reduce the mover's normal liability. These actions include the inclusion of perishable, dangerous, or hazardous materials without your mover's knowledge and the failure to notify the mover in writing of articles valued at more than \$100 per pound (for instance, jewelry, silverware, china, furs, computer software, etc). Additionally, many movers will refuse to accept liability for damages caused to articles they did not pack. As a result, you may want to consider allowing the movers to pack your more valuable items to assure they will be covered.

Some homeowners' and/or renters' insurance policies cover damage or loss sustained during moves. Check the details of your policy before making a decision about liability insurance or FVP for your move. To protect yourself in an unforeseen dispute, be sure to receive a bill of lading from your mover.



Neighborly Relations

With the warm weather, many Americans enjoy outdoor activities, reacquainting themselves with backyards and patios. These activities sometimes result in disputes with neighbors. Now that you're sitting on your deck again, you've noticed that your neighbor's tree has a dead branch hanging precariously over your prized petunias. Or maybe the fifteen-year-old kid next door has taken up the drums this summer, and practices in the garage very loudly and very late. What can you do?

It is always best, if at all possible, to resolve disputes with your neighbors informally. Step one should be to discuss the problem with your neighbors. Maybe they don't know about the dead branch threatening your garden, and perhaps the parents of the aspiring percussionist don't realize how far the sound of his practicing carries. If things don't change, you'll want to know the applicable local ordinances and subdivision and municipal regulations. You can look in the municipal code (found online or at your local library or city hall or by contacting your local council representative).



You may be permitted to trim the tree branch threatening your petunias, with certain restrictions:

- **You may trim up to the boundary line only.**
- **Unless the tree poses "imminent and grave harm" to you or your property, you need permission to enter the tree-owner's property.**

- **You may not cut down the whole tree.**
- **You may not trim the tree in a way that will destroy it.**

It is always best to notify the neighbor before pruning his or her tree. If the owner objects, offer reassurance that the job will be done professionally and responsibly. If the tree has already caused damage to your property, state law determines the scope of the owner's liability. Liability generally depends on the extent of the damage.

The would-be drummer is likely addressed in your municipal code through limits to allowable decibel levels. Your local police may have a decibel machine that can measure the noise of the unnerving drum solos. Such measurement will be crucial should you need to proceed against your neighbor in court.

Be sure to check the details of any municipal noise ordinance. Many noise regulations are limited to certain "quiet times" when most people are asleep. These quiet times generally start between 10:00 p.m. and midnight and last until 7:00 a.m. or 8:00 a.m. on weekdays, and sometimes later on weekends. Though the rules of politeness require the next-door musician to keep it down when asked, the laws may only require it between certain hours. If talking to your neighbor doesn't resolve the problem, obtain a copy of the applicable ordinance and mail it, along with a letter of warning, alerting your neighbor that his or her actions are breaking the law. Be sure to keep a copy for yourself.

Wait a reasonable amount of time for your neighbor to comply with your request before advancing the dispute to the next level. If it is clear that the letter has not resolved the dispute, suggest mediation.

Mediators are trained to listen to both sides in a dispute, identify problems, and suggest compromises and equitable solutions. A mediator is an impartial third party who, unlike a judge in a courtroom setting, does not decide a winner and a loser, but rather strives to make both parties win. With a mediator, there can be no resolution until both parties agree, and the two sides are more likely to comply with the resolution, since both agree to it. In the case of the would-be percussionist, your neighbor might be subject to prosecution as a nuisance. Nuisance is a legal term for a person's unreasonable action that interferes with your enjoyment of your property. Your local ordinance may make nuisance a crime (usually a misdemeanor) or a

- Continued on page three-



Legal Update

Bankruptcy and Credit Counseling

Unfortunately, major debt is a reality in many Americans' lives. In October 2005, the Federal government passed a new bankruptcy law affecting millions of Americans. Among other things, the law requires individual or group credit counseling within 180 days prior to filing a bankruptcy petition.

The Federal Trade Commission has issued the following warning regarding Credit Counselors:

Everyday, companies nationwide appeal to consumers with poor credit histories. They promise, for a fee, to clean up your credit report ... The truth is, they can't deliver. After you pay them hundreds or thousands of dollars in fees, these companies do nothing to improve your credit report; most simply vanish with your money.



How, then, does one complete the mandatory counseling and not get ripped off?

The new law requires the U.S. trustee to provide a publicly available list of approved not-for-profit credit-counseling agencies that can provide the mandatory services. These credit agencies are permitted to charge only "reasonable fee[s]," and "provide services without regard to ability to pay the fee."

Debtors work with approved counseling agencies to develop debt-management plans. Debt-management plans may consist of the credit-counseling agency collecting a lump sum each month that it then distributes to creditors (debt management), or the agency may help the debtor by negotiating better credit terms with the creditors while payments continue to be made directly to creditors (debt negotiation). Once developed, the debt-management plan must be filed with the applicable bankruptcy court along with a certificate from the agency that assisted in its development.

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Neighborly—Continued from page two

civil violation. Whether criminal or civil, the city carries the burden of prosecuting a nuisance case. Your role as the complaining neighbor is limited to testifying if the case goes to trial. Any money collected from the neighbor will be in the form of fines paid to the city, not damages to you.

Your lawyer can help you determine the best course of action in an extended dispute with your neighbor. If your lawyer is not a trained mediator, he or she will be able to help you find one. If mediation fails, or if your neighbor refuses to attend mediation with you, your lawyer can advise you on pursuing a civil lawsuit or filing a nuisance complaint with the city.

Moving Season—Continued from page one

The bill of lading is the contract between you and the mover. Legally, the mover must prepare one for every shipment it transports. The moving company representatives who load your belongings onto the truck should give you a copy before or at the time of the loading. Read the bill of lading before you accept it. Do not sign it until you fully understand and accept what it says, and take care to have it available until your shipment is delivered, paid for, and any claims are settled.

When arriving at your new home, your mover will expect you to sign a receipt for your shipment. This receipt should indicate that you have received the materials. It may not contain any language releasing the company or its agents from liability. If any such language is present, strike it out before signing.

If your move results in loss or damage to any of your property, you have the right to file a claim to recover money. File the claim as soon as possible. If your claim is not settled to your satisfaction, you may use arbitration to settle it. Every mover must participate in an arbitration program, and movers are required to provide information about their arbitration program prior to moving day. If you cannot settle a claim, and arbitration fails, or you choose not to go to arbitration, you may file a civil action. **Your lawyer can help you determine if this would be an appropriate course of action.**



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THE FLOYD LAW FIRM PC



Word About Our Firm

The Floyd Law Firm PC is a general practice law firm established in 1973. We have five attorneys who can handle almost every type of legal work which you, your family or your business may require. We take great pride in our team of lawyers, legal assistants, legal secretaries, and staff members. Each attorney, legal assistant and legal secretary is an expert in one or more fields. This expertise allows us to provide superior legal services in a number of fields of law such as Personal Injury Claims, Community Association, General Trial Work, Golf Industry, Estate Planning, Estate Administration, Social Security Disability, Elder Law, Real Estate Transactions, Family Law, Worker's Compensation, Wills and Trusts and Criminal Law. We hope you will meet our well-qualified team and allow them to work together for your benefit.

Website:

www.floydlaw.com

NEWS FROM THE FLOYD LAW FIRM

The following have celebrated anniversaries with The Floyd Law Firm: **Congratulations to All!!**

Frank J. Bryan, attorney in litigation, celebrated 13 years on June 1.

Fanny H. Hall, legal assistant to Dalton B. Floyd, celebrated 15 years on March 29.

R. Jeffrey Sawyer, attorney in real estate, celebrated 1 year on August 1.

Dalton Floyd was recently quoted in *The New York Times* regarding a lawsuit pertaining to golf law.

The **Floyd Law Firm** will be sponsoring the "Turkey Trot" race given by Georgetown Hospital's health facility "Healthpoint" this fall. The race will be held at Brookgreen Gardens so come out and participate in a fun run for health on November 17th.

Dalton Floyd was recently appointed to the Board of Trustees at Winthrop University in Rock Hill, S.C. Dalton's appointment began July 1.