

# **16004 Shay Simmons**

From INVOICE #

LIBERTY PRO MOVING ISSUED ON

Shaun Washington October 17, 2025

3894 Wake Forest Rd. EXPIRES ON

Decatur, GA 30034 September 12, 2022

Phone: (678) 832-8587
info@libertypromoving.com

\*2,300.00

To

US

## **Shay Simmons**

Phone: 313-713-4106

<b>Task</b> 1.0	Rate	Qty	Amount
Date: N/A	\$2,300	1	\$2,300

Arrival Time: 8AM – 9AM Number of Movers: 4/4 Number of Hours:4/6 Name: Shay Simmons

Phone number: 313-713-4106 Email: Lorshanta@yahoo.com

Load Address:

276 Paden Cove Trail Lawrenceville, GA 30044

Unload Address: Special instructions:

Estimate Packing:

Travel Fee \$150

4 Men 4 Hours @\$200 per hr \$800

Loading / Unloading
Travel Fee \$150
4 Men 6 Hours @\$200 per hr \$1200
\*\*\*\*\*\*\*\* Dumping Service Free with Move
Total \$2300

YET TO BE APPROVED ESTIMATES	YET TO	BE A	PPROVED	<b>ESTIMATES</b>
------------------------------	--------	------	---------	------------------

SUBTOTAL	\$2,300.00
TOTAL	\$2,300.00

#### **INFO & NOTES**

You Only Pay For The Hours You Use (2 Hour Min)

\*\*\*\*\* Any unused Hours will be refunded immediately.

\*\*\*\*\* Outstanding balances must be paid upon arrival BEFORE the job starts.

\*\*\*\*\* Services cannot be canceled after discounts are given. Example: (because you rented a dump trailer you receive half price for the truck rental. The dump trailer can't then be canceled without the truck being the full price.)

\*\*\*\*\* All Moves can be Plus / Minus +/- 3 to 6 Hours. Due to unforeseen circumstances such as weather, traffic, a change in items, undisclosed logistical information....etc

\*\*\*\*\* All Jobs include 26ft BoxTruck, CDL Driver, (If Needed)

tools (for taking beds / furniture apart & putting them back together), wrapping materials, dollies, hand truck, Flat-4, tools-assembly/dis, padded blankets, ratchets, shrink wrap, plastic coverings, [interstate – 100% insured & Bonded freight]

#### **TERMS & CONDITIONS**

#### Terms & Conditions

The following terms and conditions govern all use of the <a href="www.USPROMOVING.com">www.USPROMOVING.com</a> website (the "Site") and all of the services available at the website (taken together, the "Service"). The Service is owned and operated by USPROMOVING, LLC ("USPROMOVING"). The Service is offered subject to acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by USPROMOVING (collectively, the "Agreement").

The Service is available only to individuals who are at least 18 years old, whether acting on their own behalf or as an authorized employee or representative of a corporation or other business entity. If you do not so qualify, do not attempt to register for or use the Service. USPROMOVING may refuse to offer the Service to any person or entity and may change its eligibility criteria, at any time, in its sole discretion.

If you do not agree to all of THE TERMS AND CONDITIONS OF THIS AGREEMENT, do not access or use the Service. BY VIEWING OR USING ALL OR ANY PART OF THE SERVICE, DOWNLOADING ANY MATERIALS OR COMPLETING THE REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

#### 1. MODIFICATIONS

USPROMOVING reserves the right, at its sole discretion, to modify or replace any provision of this Agreement at any time. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

#### 2. RESTRICTIONS

As a condition of use, you promise not to use the Service for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by USPROMOVING. You agree to abide by all applicable local, state, national and international laws and regulations. By way of example, and not as a limitation, you agree not to (a) take any action or (b) upload, post, submit or otherwise distribute or facilitate distribution of any content (including text, communications, software, images, sounds, data or other information) using any communications service or other service available on or through the Service, that: is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, profane or which otherwise violates this Agreement; infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any party; constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); imposes an unreasonable or disproportionately large load on USPROMOVING 's computing, storage or communications infrastructure, or attempts to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or otherwise; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of USPROMOVING or any third party; or harvests or collects any information from the Site; or impersonates any person or entity, including any employee or representative of USPROMOVING. USPROMOVING may, at its sole discretion, immediately terminate your access to the Service should your conduct fail to conform strictly with any provision of this section.

#### 3. PAYMENT

All USPROMOVING services will be paid for in advance by Customer (in a form and manner designated by USPROMOVING). Payments will be tendered to USPROMOVING and held by USPROMOVING in escrow in a separate trust account.

#### 4. LINKS ON THE SITE

From time to time, we may, with permission from the site owner, decide to link to websites that we determine may be of interest to our visitors. These websites may offer educational, governmental or other resources or may be owned or controlled by other third parties.

We are not responsible for the content, information, products, or services of any linked site, any link(s) contained in any linked site, or any changes or updates to the information contained in such sites. USPROMOVING provides links to third party sites only as a convenience and the inclusion of any such link on the Site does not imply USPROMOVING 's endorsement of either the site, the organization operating such site, or any products or services of that organization. A visit to any site or page from the Site via any such link is done entirely at your own risk.

Under no circumstances will USPROMOVING be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused in connection with the use of, or reliance on, any content, goods or services available on any other site.

If you find any link on the Site or any linked website objectionable for any reason, you may notify us at info@uspromoving.com. USPROMOVING will consider requests to remove links but will have no obligation to do so or to respond directly to you.

#### 5. DISCLAIMER OF WARRANTIES

THE SERVICE (INCLUDING, WITHOUT LIMITATION, ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE) ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. FOR CLARITY, THIS MEANS THAT USPROMOVING MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE QUALITY OR SAFETY OF ANY HELPER SERVICES THAT YOU MAY OBTAIN THROUGH USE OF THE SERVICE. USPROMOVING DOES NOT REGULATE, MONITOR, OR GUARANTEE THE TIMELINESS OR QUALITY OF ANY WORK PROVIDED TO ANY CUSTOMER(S) BY ANY HELPER(S) (OTHER THAN FACILITATING VARIOUS RANKINGS THROUGH THE SITE BASED ON CUSTOMER REVIEWS AND OTHER FACTORS). IF YOU ARE A CUSTOMER, YOU ENGAGE HELPERS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW CERTAIN DISCLAIMERS OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

#### 6. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL USPROMOVING, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE FOR ANY: (I) LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$500.00 (U.S.). THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. AS A HELPER, YOU UNDERSTAND AND AGREE THAT USPROMOVING HAS NO RESPONSIBILITY OR LIABILITY FOR A CUSTOMER'S FAILURE TO PAY YOU FOR SERVICES YOU HAVE PERFORMED. SOME STATES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 7. INDEMNIFICATION

You agree to defend, indemnify and hold harmless USPROMOVING and its officers, directors, shareholders, employees and agents, from and against all claims, liabilities, damages, losses, costs and expenses, including but not limited to attorneys fees, in whole or in part arising out of or attributable to any breach of this Agreement (or any law or regulation) by you. USPROMOVING reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with USPROMOVING in asserting any available defenses.

### 8. TERMINATION

USPROMOVING may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your account, you may simply discontinue using the Service. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### 9. REFUND POLICY:

CUSTOMER ACKNOWLEDGEMENT: As a Customer, to receive full refund, an order must be canceled or rescheduled at least 24 hours in advance of the job start time. If you cancel less than 24 hours before the job start time, a 1 hour fee based on the service provider's hourly rate will be charged. If you cancel within one hour of your start time, the cancellation charge doubles. To cancel your order, you must call USPROMOVING support at 678-832-8587.

### 10. MISCELLANEOUS

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. USPROMOVING shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond USPROMOVING 's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with USPROMOVING 's prior written consent. USPROMOVING may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in San Diego, CA using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The arbitrator shall (i) apply the same substantive law a judge in Superior Court in San Diego California would apply; (ii) provide a written opinion stating findings of fact and conclusions of law within fifteen (15) days of a hearing; and (iii) shall award attorneys' fees and costs to the prevailing party. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, you (and USPROMOVING) consent to exclusive jurisdiction and venue in the United States Federal Courts located in San Diego, California. You agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind USPROMOVING in any respect whatsoever.

#### 11. COPYRIGHT AND TRADEMARK NOTICES.

Unless otherwise indicated, this Agreement and all content provided by USPROMOVING are copyright © 2017 USPROMOVING, LLC. All rights reserved.

"USPROMOVING" as well as page headers, custom graphics, buttons, images and other content on the Site, are subject to trademark, service mark, trade dress, copyright and/or other proprietary or intellectual property rights or licenses held by USPROMOVING, LLC or its licensors, supplier or partners. Other trademarks, product names and company names or logos used on the Site are the property of their respective owners. Except as expressly authorized, the use or misuse of any trademarks, trade names, logos, images, graphics or content from the Site is strictly prohibited.

You may contact USPROMOVING at the following address: 3894 Wake Forest RD Decatur GA 30034

#### 13. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

USPROMOVING has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act

(http://lcweb.loc.gov/copyright/legislation/dmca.pdf). The address of HIREAHELPER's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

It is USPROMOVING 's policy to (1) block access to or remove content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

#### A. PROCEDURE FOR REPORTING COPYRIGHT INFRINGEMENTS:

If You believe that content residing on or accessible through the USPROMOVING website or service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

Identification of works or materials being infringed;

Identification of the content that is claimed to be infringing including information regarding the location of the content that the copyright owner seeks to have removed, with sufficient detail so that USPROMOVING is capable of finding and verifying its existence;

Contact information about the notifier including address, telephone number and, if available, e-mail address;

A statement that the notifier has a good faith belief that the content is not authorized by the copyright owner, its agent, or the law; and

A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. ONCE PROPER BONA FIDE INFRINGEMENT NOTIFICATION IS RECEIVED BY THE DESIGNATED AGENT:

It is USPROMOVING 's policy:

to remove or disable access to the infringing content;

to notify the content provider, member or user that it has removed or disabled access to the content; and

that repeat offenders will have the infringing content removed from the system and that USPROMOVING will terminate such content provider's, member's or user's access to the service.

C. PROCEDURE TO SUPPLY A COUNTER-NOTICE TO THE DESIGNATED AGENT:

If the content provider, member or user believes that the content that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

A physical or electronic signature of the content provider, member or user; Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

A statement that the content provider, member or user has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which USPROMOVING is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, USPROMOVING may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at USPROMOVING 's discretion.

Please contact USPROMOVING 's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Designated Agent to Receive Notification of Claimed Infringement:

Shaun Washington RE: Infringement 3894 Wake Forest RD

Deactur GA 30034

678-832-8587

info@uspromoving.com