



PAYMENT PENDING

11802 Candace Spivey

**From**

LIBERTY PRO MOVING

Shaun Washington

3894 Wake Forest Rd.

Decatur, GA 30034

US

Phone: (678) 832-8587

info@libertypromoving.com

INVOICE #

11802

ISSUED ON

March 19, 2022

DUE ON

March 20, 2022

**To**

Candace Spivey

Phone: 404-915-9788

DEPOSIT DUE

**\$702.50**

BALANCE DUE

**\$1,405.00**

Task 1.0	Rate	Qty	Amount
Date: March 26, 2022	\$1,405	1	\$1,405
Arrival Time: 9am – 10am			
Number of Movers: 3			
Number of Hours: 6 hours			
Name: Candace Spivey			
Phone number: 404-915-9788			
Email: candacekspivey@gmail.com			
Load Address:			
1335 Herrington Rd Apt 2509 Duluth, Ga 30096			
Unload Address:			
Into our storage facility			
Special instructions:			
Invoice:			
Truck Rental: \$325			
Mileage: Free (Winter / Early Spring Special)			
Travel Fee: Free			

3 Men 6 Hours @\$180 per hr \$1080

Total \$1405

~~ By paying a deposit or the Invoice in Full Customer agrees with the terms and agreements stated below

Extra Terms / Agreements

\*\*\*\*\* Two weeks storage is included into this quote ( starting day is the 1st move date) anything past 14 days will constitute \$350 storage fee to be added to upcoming move

\*\*\*\*\* Additional hours are \$180 and is to be paid immediately upon completion of the first contract. If Extra time is needed Another Invoice will be sent. Once paid movers will complete your move.

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

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

\*\*\*\*\* 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]

#### **TOTAL OWED**

SUBTOTAL	<b>\$1,405.00</b>
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TOTAL	<b>\$1,405.00</b>
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#### **INFO & NOTES**

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

\*\*\*\* Please provide at least two moving blankets per every wood item (if loading A storage container or a truck to travel out of town)

\*\*\*\* all estimates on time are not exact. We do our best to come as close to the quote as we can. we can be( +/- 2-4 hours )

\*\*\*\* Cash Paying clients must pay upfront upon arrival. Any overages in time will be due immediately upon completion of work

\*\*\*\* (Credit Cards) payments are Due up front. Any Extra hours are due immediately upon completion of work.

\*\*\*\*\* changing booking dates are OK without penalty

\*\*\*\*\* Cancellations must be carried out 72 hours before move date to receive a full refund of the deposit

\*\*\*\*\* Additional hours are \$180.00 per hour

## **TERMS & CONDITIONS**

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### Terms & Conditions

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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. LIBERTY PRO MOVING may refuse to offer the Service to any person or entity and may change its eligibility criteria, at any time, in its sole discretion.

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LIBERTY PRO MOVING 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.

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

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## 7. INDEMNIFICATION

You agree to defend, indemnify and hold harmless LIBERTY PRO MOVING 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. LIBERTY PRO MOVING 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 LIBERTY PRO MOVING in asserting any available defenses.

## 8. TERMINATION

LIBERTY PRO MOVING 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 LIBERTY PRO MOVING 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. LIBERTY PRO MOVING shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond LIBERTY PRO MOVING '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 LIBERTY PRO MOVING 's prior written consent. LIBERTY PRO MOVING 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 LIBERTY PRO MOVING) 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 LIBERTY PRO MOVING in any respect whatsoever.

## 11. COPYRIGHT AND TRADEMARK NOTICES.

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## 12. CONTACT.

You may contact LIBERTY PRO MOVING at the following address: 3894 Wake Forest RD Decatur GA 30034

## 13. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

LIBERTY PRO MOVING 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 LIBERTY PRO MOVING '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 LIBERTY PRO MOVING 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 LIBERTY PRO MOVING 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 LIBERTY PRO MOVING '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 LIBERTY PRO MOVING 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 LIBERTY PRO MOVING 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, LIBERTY PRO MOVING 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 LIBERTY PRO MOVING 's discretion.

Please contact LIBERTY PRO MOVING '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

Deatur GA 30034

678-832-8587

info@LibertyPro Moving.com