#34033 David Witt



From	INVOICE #		
LIBERTY PRO MOVING	34033		
Shaun Washington	ISSUED ON		
3894 Wake Forest Rd.	August 10, 2024		
Decatur, GA 30034	DUE ON		
US	August 14, 2024		
Phone: (678) 832-8587	5		
info@libertypromoving.com	DEPOSIT DUE		
То	\$2.00		
David Witt			
Phone: Customer	\$778.53		
Contact: (559) 790-			
1926			

Task 1.0	Rate	Qty	Amount
Ok Reservation	\$778.53	1	\$778.53
Date of Move: 8/14/2024			
Arrival Between 9 AM – 10 AM			
3 Crew Members, 3 Hours			
Contact Info			
David Witt			
Customer Contact: (559) 790-1926 (t			
Email: samsdog.9998@gmail.com ()			
Unloading a 26' truck into a House:			
~31 miles (39 minutes) travel			
2033 Chapel Estates Ln			
Dacula, GA 30019			
(1 flight of stairs)			

Please Read Comprehensively. Please Sign – Liberty Pro Moving Insurance Contract & Invoice Thank you for choosing Liberty Pro Moving for your up coming move. The employees and associates at Liberty Pro Moving always strive to do best in taking care of your belongings and your Home, But with that being said no company or person is perfect. Liberty Pro Moving takes pride in stepping up and admitting our mistakes. We turn negatives into positives whenever the opportunity presents itself.

**** after you pick or waive your insurance ***** Additional Insurance policy must be purchased at the time you pay your deposit or before. You will not be able to purchase additional insurance after the deposit is made.

So here are some insurance options. Don't worry all moves in the state of Georgia / South Carolina comes with a basic insurance plan. So if you waive the additional insurance here you will still have some basic insurance for your move.

Example:

If we scratch your Couch. We would weigh your couch and you would be paid out .60 per pound.

So if your couch weighed 200 lbs you would get \$120 Here is the link for the state of Georgia , 3rd page down explains insurance

http://www.gamccd.net/document...

Here is the link for the state of South Carolina <u>https://ors.sc.gov/consumers/t...</u>

***** if you need full replacement value insurance We will provide that on a case by case basis usually the cost starts at \$2500

Any insurance you pick will be added to you invoice and paid with deposit.

****** if No additional insurance is purchased it will automatically revert to a waived insurance status. This means you will automatically get the state issued insurance which is free Here is the link so you can pick and sign your Insurance contract https://www.libertypromoving.c... (https://www.libertypromoving.c... Pro Moving LLC Georgia 678-832-8587 South Carolina 843-277-7165 Info@libertypromoving.com <u>Www.Libertypromoving.com</u> (http://www.libertypromoving.com/)

(Please inform US Pro Moving / Liberty Pro Moving of what Insurance Level you would prefer. The Cost of the Insurance level you picked will be added to your Grand Total)

Extra Terms / Agreements

**** Any Extra Hours due to Traffic, Logistical problems @ pickup / delivery location are due immediately upon delivery.

*** Special note this bid is sight unseen. Solely based off customer information and is subject to additional hours. ***** 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 ***** Truck Moves have a 4 Hour Minimum .***** Labor Only Moves has a 3 Hour Minimum ***** Any unused Hours pass the minimum will be refunded immediately. (***** if your move has already

been discounted then this feature does not apply) Example: if you receive a Free Truck, Free Mileage, Free Travel Fee or any other stated Discounts and we finish a half hour early you will not be refunded the half hour. ***** 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.)

***** Our Employees are paid for time traveled between address in the process of a move.

***** 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 Invoices an Extra Times invoices are Due before Moves are Completed. If the first contract is completed and the hours are expended. The workers will stop work. A new invoice will be issued after that invoice is paid. Work will commence. ***** If a customer runs out of time during a move and refuses to pay the additional time it takes to finish we have the right to not finish the move and store remaining items at our storage facility until payment is made. And at that time you would be subject to additional hours and storage cost.

****** GRACE PERIOD

The customer has a one hour grace period after the scheduled time. Once you have exhausted the hour grace period the moving time period starts. ****** REFUND POLICY:

CUSTOMER ACKNOWLEDGEMENT: As a Customer, to receive full refund, an order must be canceled or rescheduled at least 72 hours in advance of the job start time. If you cancel less than 72 hours before the job start time, your deposit will be forfeited. In certain / most cases you might be able to change dates without losing any money, you must call LIBERTY PRO MOVING support at 678-832-8587.

***** 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] Invoice:

3 Men 3 Hours @ \$180 per hr \$540 Travel / Truck / Equipment Fee \$139.46 Mileage: 31 miles @\$2 per mile \$62 Sub Total \$741.46 +7% Sales Tax \$

+5% CC Processing \$37.07

Total \$778.53

Deposit Due Now \$25

Remaining Due Day of & at The Beginning Of Move \$753.53

**** All Invoices and Extra Times are Due before the move starts. (no exceptions) If the first contract is completed and the hours are expended. The workers will stop work. A new invoice will be issued after that invoice is paid. Work will commence..

**** We do not accept Amex

**** All Credit Card Customers must provide a picture ID & it must match the Credit Card and must complete a Credit Card authorization form at the beginning of the move.

*****Cash Paying Customers Please Pay \$741.46 You can Zelle the Deposit to Info@libertypromoving.com () (Special Note, if you are taking advantage of the cash price, you can Zelle the deposit, but the remaining balance must be paid in paper cash at the Beginning of the move.

(*****Blind Bid could Take a significant amount of extra hours) Blind bids are considered to be any bid that is done with only customer's information, without a representative of Liberty Pro Moving doing a walkthrough of the property. Customer is able to request a walk-through bid at an additional \$75-\$125 depending on your location. Even walk-throughs are subject to extra hours due to foreseen circumstances out of our control. **** Wrapping Furniture

(The Wrapping of furniture is the reason we are a 5 Star Company. We do everything we can to maintain a 5 Star status.)

All Furniture is to be wrapped by moving blankets and secured, unless otherwise expressed by the customer. If the customer for the sake of time would like another process the supervisor or Mgr running move must write it up ,have that signed off by customer and emailed to company.

***** By paying the deposit or invoice, you agree to all of the terms and conditions. You also have read and understood the Insurance policies stated on this contract.

TOTAL OWED	
SUBTOTAL	\$778.53
TOTAL	\$778.53

INFO & NOTES

You OnlyPay For The Hours You Use (Labor Moves 3 Hour Min / Truck Moves 4 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

Terms & Conditions

The following terms and conditions govern all use of the <u>www.libertyPROMOVING.com</u> website (the "Site") and all of the services available at the website (taken together, the "Service"). The Service is owned and operated by LIBERTY PRO MOVING, LLC ("LIBERTY PRO MOVING "). 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 LIBERTY PRO MOVING (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. 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.

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

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.

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 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.

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. LIBERTY PRO MOVING provides links to third party sites only as a convenience and the inclusion of any such link on the Site does not imply LIBERTY PRO MOVING '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.

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If you find any link on the Site or any linked website objectionable for any reason, you may notify us at info@Liberty Pro Moving.com. LIBERTY PRO MOVING 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 LIBERTY PRO MOVING 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. LIBERTY PRO MOVING 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 LIBERTY PRO MOVING, 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 LIBERTY PRO MOVING 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 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 72 hours in advance of the job start time. If you cancel less than 72 hours before the job start time, your deposit will be forfeited. In certain / most cases you might be able to change dates without losing any money, 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.

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

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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, email 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 Deactur GA 30034 678-832-8587 info@LibertyPro Moving.com