

Subject: Fw: Re: Your Moving Estimate #4019627

From: nicoleharrison23@yahoo.com

To: kevin@libertybellmovinggroup.com

Date: Tuesday, October 24, 2017, 8:49:35 AM MST

Kevin,

I have highlighted the text below where Jeff advises I will get my deposit back less 10%. Your cancellation clause is very unclear, which is why I asked Jeff this specific question. I would NEVER have signed had I been told that it was fully non-refundable. Jeff is your employee therefore if he provides faulty information, in writing, you must honor that and any arbitrator, mediator or judge will see it the same way. I have found pages upon pages of complaints against your company in addition to the F rating on the BBB. I expect to see my refund of \$1821.00 within 48 hours or you will be hearing from my attorney.

Nicole Daley, MBA

www.daleyevents1.com

----- Forwarded Message -----

From: Jeff Brannan Jr <jeff@libertybellmovinggroup.com>

To: Nicole Daley <nicoleharrison23@yahoo.com>

Sent: Friday, October 13, 2017, 1:05:21 PM MST

Subject: Re: Your Moving Estimate #4019627

Hey Mrs.Daley,

I didn't know if we heard anything from your mom yet? I am planing on staying in the office later then planned today, I have a few things that need some attention here in the office. So I will be able to make arrangements to get your job booked tonight. Please just let me know what time she will be calling me

Jeff Brannan

Dispatch Manager/ Moving Coordinator

Liberty Bell Moving Group

Office: 386-575-8244

Cell: 386-361-4474

Libertybellmovinggroup.com

US DOT: 2950850 MC: 999098

[My BBB Reviews: Check Us Out...](#)



On Fri, Oct 13, 2017 at 3:17 PM, Jeff Brannan Jr <jeff@libertybellmovinggroup.com> wrote:

Not an Issue. Ill let you know when your mom calls me to give the deposit, also I will need you to do the online electronic signature on the very bottom of the estimate.

Jeff Brannan

Dispatch Manager/ Moving Coordinator

Liberty Bell Moving Group

Office: 386-575-8244
Cell: 386-361-4474
Libertybellmovinggroup.com
US DOT: 2950850 MC: 999098
[My BBB Reviews: Check Us Out...](#)



On Fri, Oct 13, 2017 at 2:12 PM, Nicole Daley <nicoleharrison23@yahoo.com> wrote:
You are amazing!!! THANK YOU!

Nicole Daley, MBA
www.daleyevents1.com

On Friday, October 13, 2017, 11:00:21 AM MST, Jeff Brannan Jr <jeff@libertybellmovinggroup.com> wrote:

i just got it approved to take \$50.00 off of both of the cars for you so that brought them down to 850.00 a piece. I am trying to make this as cheap as possible for you. I hope that this is ok with you.

Jeff Brannan
Dispatch Manager/ Moving Coordinator
Liberty Bell Moving Group
Office: 386-575-8244
Cell: 386-361-4474
Libertybellmovinggroup.com
US DOT: 2950850 MC: 999098
[My BBB Reviews: Check Us Out...](#)



On Fri, Oct 13, 2017 at 1:58 PM, Jeff Brannan Jr <jeff@libertybellmovinggroup.com> wrote:
I am looking forward to servicing this move for you Nichole, Thank you for choosing Liberty Bell Moving Group.

Thank you for your time,

Jeff Brannan
Dispatch Manager/ Moving Coordinator
Liberty Bell Moving Group
Office: 386-575-8244
Cell: 386-361-4474
Libertybellmovinggroup.com
US DOT: 2950850 MC: 999098
[My BBB Reviews: Check Us Out...](#)



On Fri, Oct 13, 2017 at 1:46 PM, Jeff Brannan Jr <jeff@libertybellmovinggroup.com> wrote:

Your deposit went up a little bit since we had to change the over all weight, and labor cost since the weight was brought up a substantial amount. If you had to cancel yes there is a 10% fee for cancellation . If you look under relocation estimate you will see I have added a good friend discount of \$100.00 to try and bring the price down as much as I could. Also you will see I brought your price per pound down to try and compensate and help out

Jeff Brannan
Dispatch Manager/ Moving Coordinator
Liberty Bell Moving Group
Office: 386-575-8244
Cell: 386-361-4474
Libertybellmovinggroup.com
US DOT: 2950850 MC: 999098
[My BBB Reviews: Check Us Out...](#)



On Fri, Oct 13, 2017 at 1:32 PM, Nicole Daley <nicoleharrison23@yahoo.com> wrote:

Thank you very much, I really appreciate it. My mom will call around 4 and pay \$1500.00.
Worse case scenario, if I had to cancel after the 72 hours you guys keep 10%, or \$150, and refund the rest of the deposit?

Nicole Daley, MBA
www.daleyevents1.com

On Friday, October 13, 2017, 10:29:07 AM MST, Jeff Brannan Jr <[jeff@libertybellmovinggroup.c om](mailto:jeff@libertybellmovinggroup.com)> wrote:

I have fixed the inventory as a whole. I will say adding all of these items brought your over all cost up a bit since your adding almost 1600 pounds. I upped the entire discount to try and help with this a little bit. Also I went ahead and took care of updating the cars on the estimate also.

Jeff Brannan
Dispatch Manager/ Moving Coordinator
Liberty Bell Moving Group
Office: 386-575-8244
Cell: 386-361-4474
Libertybellmovinggroup.com
US DOT: 2950850 MC: 999098
[My BBB Reviews: Check Us Out...](#)



On Fri, Oct 13, 2017 at 10:40 AM, Nicole Daley <nicoleharrison23@yahoo.com> wrote:

Hi Jeffrey,

I spoke with my mom and she will call you today around 3:30 or 4:00 pm your time. I reviewed the contract below for accuracy and I have a couple corrections/updates


- Please eliminate the 2 bar stools, I will sell those
- Please add 20 medium boxes, to be safe
- The Large Entertainment center includes a Hutch
- The desk chair is small - not large
- Add 1 more table lamp
- The sectional is a 3 piece (2 seater 3 seater and a chaise)
- I do not see the grill on the list - please add...if it matters it is on the small side
- Please add 2 Large mirrors
- Please add 1 set of weights (100 lbs total - they are the bowflex adjustable weights)
- The Rocker Chair is more of a patio chair - it is super light and folds up
- Please add 10 plastic bins
- You mentioned you can move our cars for \$900 each, can you update the contract to reflect that price as well?

Please let me know if you have any questions and if this drastically changes the cost when I receive the updated contract I can sign and return. THANK YOU!!!

Nicole Daley, MBA

www.daleyevents1.com

On Thursday, October 12, 2017, 1:07:05 PM MST, Jeffery - Liberty Bell Moving Group
<jeff@libertybellmovinggroup.com> wrote:

 LIBERTY BELL MOVING GROUP	
Binding Moving Estimate	
Reference No: V4019	
Liberty Bell Moving Group 999 18th St Ste 3000 Denver, CO 80202-2449 US DOT: 2950850 MC: 999098	Customer Rep: Jeffery Phone: CS 386-575-8223 Ext. 103 Direct: 386-575-8244 Email: jeff@libertybellmovinggroup.com

Web: <https://www.libertybellmovinggroup.com/>

Moving From	Moving To
Nicole Daley Phoenix, AZ 85085 Phone: 2163744425	Nicole Daley Avon, OH 44011 nicoleharrison23@yahoo.com

Relocation Details		Relocation Estimate	
Job No:	V4019627	Total Tariff	\$123
Estimate Date:	10/12/2017	Tariff Discount: 67.31%	-\$83
Representative:	Jeffery	Basic Estimate Price	\$40
Move Type: Residential	Long Distance, 2001 miles	Fuel Surcharge: 9.00 %	\$3
Estimated Volume:	7915 lbs. (1131 cf.) \$0.51 per lbs	binding fee	\$11
Move Day:	Saturday/Sunday	Basic Valuation Protection: \$0.60 per lbs. per article	
Requested Move Date:	12/30/2017- 12/31/2017	Total Moving Estimate	\$54
Created on:	10/11/2017	Customer Payment:	\$14
Optional Service: Auto Transport			
1 Lexus Is 250 2015	\$1000.00		
1 Lexus Nx 200t 2015	\$1000.00		

Full Value Protection Amount of Liability: \$47,490.00 (Optional)						
Deductible Levels:	\$0	\$250	\$500	\$750	\$1000	\$1500
Valuation Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Estimate Plus Valuation Charge:	\$5499.95	\$5499.95	\$5499.95	\$5499.95	\$5499.95	\$5499.95
Customer's Initials:	x_____	x_____	x_____	x_____	x_____	x_____

WARNING: If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the invoice (contract) for your move. Before selecting a liability level, please read "[Your Rights and Responsibilities When You Move](#)", and [Ready to Move Brochure](#) provided by the moving company, and seek further information from the government website www.protectyourmove.gov

Understanding Your Estimate

This is an agreement between the customer listed above and **Liberty Bell Moving Group LLC.**, based on the information provided by the customer. This is a binding not to exceed estimate based on an itemized inventory, see item 9 for more details. Liberty Bell Moving Group LLC., put this agreement together based on the list of items provided by the customer and services requested at the time this estimate was prepared. Your price may change based on the agreed-upon rate per pound and/or cubic feet if you add any additional items and or should you require any additional services.

This estimate includes the following:

- Professional Door-to-Door service.

- Expert advice and guidance throughout the course of your move.
- Disassemble of all standard furniture required for safe movement at the origin.
- Reassembly for all items disassembled by the movers on the day of pick-up at destination.
- Wrapping of all furniture with quilted moving blankets.
- Itemized inventory indicating condition at origin of items.
- Loading & unloading of all goods.
- All transportation, taxes, tolls, mileage, and fuel surcharges.
- Standard cargo protection up to \$10,000 based on 0.60 cents per lb. per article; if selected at the time the estimate is prepared, estimated cost of the full value protection option at varying deductible levels (these are only estimates and actual cost is determined by your selection on the carrier's bill of lading according to carrier's tariff).
- No elevator charges.
- No charge for packing tape and moving pads.
- No date change penalties for requests that are made 5 business days prior to the first available pickup date.

Additional fees and Accessorial Services (if applicable to the move):

- If not included within the agreement, professional packing services are not included. However, it is at the discretion of the mover at the time of pickup to determine if items will require professional packing services. In these instances, additional charges will be applied. These items include but are not limited to the following: televisions, mirrors, glass tabletops, wall art, contents within dresser drawers, etc.
- Packing supplies, such as bubble wrap, shrink wrap, boxes, etc. are not included
- Items being transported that are not stackable, are considered "Bulky items." A Bulky item charge will apply for the not stackable items, as deemed by the mover at the time of pickup.
- If there is more than one flight of stairs at your origin and (or) destination which require the movers to transport items beyond the first flight, there will be a charge of \$75 per additional flight. There will be no charge for the first flight of stairs at either the origin or destination.
- Most movers within the Liberty Bell Moving Group LLC. network perform the pickup and delivery using a tractor-trailer (18 wheeler). Drivers must have the ability to park within 75 feet at both the origin and destination points to avoid long carry charges. Depending on the size of the job, long carry charges start at \$150.00. If the tractor-trailer cannot park within a reasonable distance, shuttle services may be required. Shuttle services begin at \$300.00.

TERMS AND CONDITIONS:

1. THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, REPRESENTS THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN LIBERTY BELL MOVING GROUP LLC., (HEREAFTER LIBERTY BELL MOVING GROUP LLC.) AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL OTHER NEGOTIATIONS, UNDERSTANDINGS AND REPRESENTATIONS (IF ANY) MADE BY EITHER PARTY BETWEEN SUCH PARTIES, INCLUDING ANY REPRESENTATIONS MADE BY ANY ESTIMATOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY ESTIMATE AND THE BILL OF LADING, THE TERMS OF THE BILL OF LADING SHALL CONTROL. THIS AGREEMENT MAY NOT BE AMENDED, MODIFIED, SUPPLEMENTED OR WAIVED ORALLY, BUT ONLY IN WRITING, SIGNED BY BOTH LIBERTY BELL MOVING GROUP LLC. AND CUSTOMER AND MAKING SPECIFIC REFERENCE TO THIS AGREEMENT.

2. CUSTOMER MAY NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LIBERTY BELL MOVING GROUP LLC.

3. NOTHING IN THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED, IS INTENDED TO CONFER ANY RIGHTS OR REMEDIES ON ANY PERSON OTHER THAN THE PARTIES HERETO AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS AND PERMITTED ASSIGNS, NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO RELIEVE OR DISCHARGE THE OBLIGATION OR LIABILITY OF ANY THIRD PERSON TO ANY PARTY TO THIS AGREEMENT. SHALL ANY PROVISION GIVE ANY THIRD PERSON ANY RIGHT OF SUBJUGATION OR ACTION OVER OR AGAINST ANY PARTY TO THIS AGREEMENT.

4. CUSTOMER HAS HIRED LIBERTY BELL MOVING GROUP LLC. AS A MOVING COORDINATOR/SHIPPER AGENT/BROKER AND NOT TO HANDLE OR OTHERWISE PARTICIPATE IN A MOVE AS A CARRIER IN ACTING AS A SHIPPER AGENT ONLY, LIBERTY BELL MOVING GROUP LLC. IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CARRIER OR ITS EMPLOYEES OR AGENTS. CUSTOMER MUST PURSUE THE CARRIER FOR ALL CLAIMS FOR PROPERTY DAMAGE AND PERSONAL INJURY OR DEATH, INCLUDING WITHOUT LIMITATION, ANY CLAIMS FOR DAMAGE TO PROPERTY, LOST OR STOLEN GOODS, DELAYED PICKUP OR DELIVERY, ACTIONS OF ESTIMATORS, DRIVERS, PACKERS OR MOVERS, OR OTHER TYPES OF CLAIMS. LIBERTY BELL MOVING GROUP LLC. WILL ACT ON BEHALF OF THE CUSTOMER IN RESOLVING ANY CLAIMS OR DELAY ISSUES WITH THE CARRIER. THE CARRIER'S MAXIMUM LIABILITY IS LIMITED TO THE LESSER OF THE FOLLOWING: (A) THE AMOUNT OF THE ACTUAL LOSS OR DAMAGE, (B) AN AMOUNT EQUAL TO SIXTY CENTS (60 CENTS) PER POUND MULTIPLIED BY THE ACTUAL WEIGHT (IN POUNDS) OF THE LOST OR DAMAGED ARTICLE; OR (C) THE LUMP SUM DECLARED VALUE.

5. AS A PROPERLY LICENSED INTERSTATE MOVING COORDINATOR/SHIPPER AGENT/BROKER, LIBERTY BELL MOVING GROUP LLC IS NOT A MOTOR CARRIER AND WILL NOT TRANSPORT AN INDIVIDUAL CUSTOMER/SHIPPER'S HOUSEHOLD GOODS, BUT WILL COORDINATE AND ARRANGE FOR THE TRANSPORTATION OF HOUSEHOLD GOODS BY ANY FMCSA AUTHORIZED MOTOR CARRIER, WHO'S CHARGES WILL BE DETERMINED BY ITS PUBLISHED TARIFF. ALL ESTIMATED CHARGES AND FINAL ACTUAL CHARGES WILL BE BASED UPON THE CARRIER'S TARIFF WHICH IS AVAILABLE FOR INSPECTION FROM THE CARRIER UPON REASONABLE REQUEST.

6. CUSTOMER WILL BE SUBJECT TO ALL APPLICABLE LAWS AND THE GENERAL TERMS AND CONDITIONS OF THE CARRIER, WHICH SHALL INCLUDE WITHOUT LIMITATION, A REQUIREMENT THAT PAYMENT IN FULL OF ALL CHARGES IS DUE BEFORE UNLOADING OF THE GOODS IN ACCORDANCE WITH THE CARRIER'S LAWFUL LIEN ON THE PROPERTY.

7. AS THE CUSTOMER, I AGREE TO PAY THE TOTAL CHARGES FOR THE MOVING COORDINATOR SERVICES TO BE PROVIDED BY LIBERTY BELL MOVING GROUP LLC. I UNDERSTAND AND AGREE THAT MY DEPOSIT/FEE REPRESENTS ONLY A PORTION OF MY TOTAL ESTIMATED SERVICE CHARGES, FOR SCHEDULING AND ROUTING PURPOSES. MY DEPOSIT/FEE IS NON REFUNDABLE AFTER PLACING THE RESERVATION FOR SCHEDULING PURPOSES. REQUESTS TO CHANGE MY PICK UP DATE, OR PLACE THE MOVE ON HOLD, MUST BE MADE AT LEAST 5 BUSINESS DAYS (SATURDAY, SUNDAYS AND HOLIDAYS EXCEPTED) PRIOR TO THE PACK OR LOAD DATE (WHICHEVER APPLIES) LISTED ABOVE. I AM ONLY ENTITLED TO RECEIVE A CREDIT OF MY DEPOSIT FOR A FUTURE INTERSTATE MOVE WHICH I MUST USE WITHIN A 12 MONTH PERIOD FROM THE DATE OF MY ORIGINAL RESERVATION. ALL DEPOSITS WILL SHOW ON YOUR BILLING CYCLE UNDER LIBERTY BELL MOVING GROUP LLC. BY SIGNING THIS CONTRACT, I ACKNOWLEDGE THAT I WILL NOT FOR ANY REASON DO A CHARGE BACK TO ANY CREDIT CARD PAYMENTS.

8. IF ELECTING TO CANCEL YOUR MOVE WITH LIBERTY BELL MOVING GROUP LLC., WRITTEN NOTIFICATION MUST BE SENT TO LBMOVINGGROUP@GMAIL.COM. WRITTEN NOTIFICATION MUST BE RECEIVED NO LATER THAN 72 HOURS AFTER SIGNING THE LIBERTY BELL MOVING GROUP LLC. AGREEMENT. CANCELLATION REQUESTS RECEIVED WITHIN 72 HOURS OF SIGNING THE AGREEMENT WITH LIBERTY BELL MOVING GROUP LLC. WILL RECEIVE A FULL REFUND, MINUS 10% DUE TO INCURRED MERCHANT FEES. IF YOUR FIRST AVAILABLE PICKUP DATE IS WITHIN SEVEN BUSINESS DAYS OF ELECTRONICALLY SIGNING THE LIBERTY BELL MOVING GROUP LLC. AGREEMENT, AND YOU REQUEST TO CANCEL, YOUR DEPOSIT IS NOT REFUNDABLE.

9. CUSTOMER HAS ELECTED A "BINDING TO NOT EXCEED" PRICE, THE TOTAL COST WILL NOT EXCEED THE ESTIMATED AMOUNT; PROVIDED, HOWEVER, THAT CUSTOMER PROVIDES LIBERTY BELL MOVING GROUP LLC. WITH AN ACCURATE DESCRIPTION OF THE ITEMS TO BE MOVED AND THE SERVICE TO BE PERFORMED. CUSTOMER HAS REQUESTED TO HAVE AN ESTIMATE PROVIDED FOR HIS/HER HOUSEHOLD GOODS RELOCATION, IN ACCORDANCE WITH 49 CFR 371.113(C)(1), CUSTOMER AGREES TO WAIVE A PHYSICAL SURVEY OF THE HOUSEHOLD GOODS, AND ALTERNATIVELY AGREES TO RECEIVE A BINDING TO NOT EXCEED ESTIMATE BASED UPON THE SHIPPER PROVIDED ITEM LIST OF PROPERTY TO BE TRANSPORTED. IF ANY ADDITIONAL PIECES, PACKING SERVICES, CUBIC FEET, VOLUME, WEIGHT OR LABOR SERVICES ARE ADDED AT THE ORIGIN OR DESTINATION TO THOSE QUOTED, CUSTOMER SHALL BE CHARGED FOR THESE SERVICES AT THE GOVERNING TARIFF RATES. CUSTOMER UNDERSTANDS THAT LIBERTY BELL MOVING GROUP LLC. HAS A 2000 LBS MINIMUM ON ALL SHIPMENTS. ANY SHIPMENT BELOW 2000 LBS. WILL BE CHARGED AT THE 2000 LBS RATE. THE PRICE INCLUDES ALL FUEL SURCHARGES, TOLLS, LOAD AND UNLOAD, BASIC DISASSEMBLY AND REASSEMBLY OF STANDARD FURNITURE ITEMS, UP TO 10 FEET OF LONG CARRY AT ORIGIN AND DESTINATION AND 1 FLIGHTS OF STAIRS. ELABORATE FURNITURE ITEMS THAT NEED TO BE DISASSEMBLED AND/OR REASSEMBLED MAY REQUIRE 3RD PARTY SERVICING OR ADDITIONAL LABOR AND SHOULD BE DISCLOSED TO YOUR ESTIMATOR AND INCLUDED IN YOUR ESTIMATE. DISCONNECTING AND/OR RECONNECTING OF APPLIANCES IS NOT INCLUDED IN THE PRICE. REASSEMBLY IS SUBJECT TO THE AVAILABILITY OF TOOLS AND/OR ALL PARTIES BEING AVAILABLE. THE PACKING AND UNPACKING OF BOXES IS ONLY INCLUDED IN THE PRICE IF IT IS ITEMIZED IN THE PACKING AND UNPACKING SECTION OF YOUR ESTIMATE; ALL MATERIALS/LABOR FOR UNDISCLOSED ITEMS WILL BE EXTRA.

10. ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHETHER SO EXPRESSED OR NOT, SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE PARTIES AND THEIR RESPECTIVE ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND PERMITTED ASSIGNS.
11. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS LIBERTY BELL MOVING GROUP LLC., AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, SUITS, LIABILITIES, PROCEEDINGS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY'S FEES) RELATING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT BY CUSTOMER.
12. IT IS AGREED BY THE PARTIES AS MANDATORY THAT THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OR RECORD OF THE STATE OF FLORIDA IN PALM BEACH COUNTY OR THE COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF FLORIDA IN PALM BEACH, FLORIDA. IF ANY PARTY DOES NOT HAVE A REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS IN FLORIDA OR IS NOT OTHERWISE SUBJECT TO SERVICE AFTER REASONABLE ATTEMPTS, THEN SUCH PARTY AGREES TO ACCEPT SERVICE OF PROCESS BY U.S. MAIL.
13. IN THE EVENT OF ANY CONTROVERSY ARISING UNDER OR RELATING TO THE INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT OR BREACH THEREOF, LIBERTY BELL MOVING GROUP LLC. SHALL BE ENTITLED TO RECOVER ALL OF ITS COURT COSTS, COLLECTION FEES, EXPENSES AND REASONABLE ATTORNEY'S FEES (INCLUDING, WITHOUT LIMITATION, ALL PRE-TRIAL, TRIAL AND APPELLATE PROCEEDINGS), IN ADDITION TO ANY OTHER RELIED TO WHICH IT MAY BE ENTITLED. IN THE EVENT THAT LIBERTY BELL MOVING GROUP LLC. PURSUES THE COLLECTION OF AMOUNTS DUE TO IT UNDER THIS AGREEMENT, LIBERTY BELL MOVING GROUP LLC. MAY RECOVER THE FULL TARIFF RATE ON ALL GOODS AND SERVICES PROVIDED, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO IT AT LAW AND IN EQUITY.
14. ALL PICKUP, LOAD AND/OR DELIVERY DATES ARE ONLY ESTIMATES. LIBERTY BELL MOVING GROUP LLC. WILL NOT BE RESPONSIBLE FOR LOGISTICS DAMAGES INCURRED BY UNAVOIDABLE DELAY. LIBERTY BELL MOVING GROUP LLC. WILL ACT ON THE BEHALF OF THE CUSTOMER IN RESOLVING CLAIMS OR DELAY ISSUES WITH THE CARRIER. THERE ARE ABSOLUTELY NO GUARANTEES MADE, EXPRESSED OR IMPLIED REGARDING PACK, LOAD AND/OR DELIVERY DATES.
15. MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM: THE MOTOR CARRIER'S NEUTRAL ARBITRATION PROGRAM HAS BEEN DESIGNED TO GIVE NEITHER PARTY ANY SPECIAL ADVANTAGE. IF A DISPUTE ARISES BETWEEN THE CARRIER AND THE SHIPPER ARBITRATION MAY BE A MUTUALLY BENEFICIAL ALTERNATIVE TO HELP RESOLVE THE DISPUTE. SECTION 49 U.S.C. SECTIONS 375.211 PROVIDES THAT A MOVER MUST HAVE A PROGRAM IN PLACE TO PROVIDE SHIPPERS WITH AN ARBITRATION ALTERNATIVE. ARBITRATION IS OPTIONAL AND NOT REQUIRED UNDER FEDERAL LAW. SUMMARY OF THE ARBITRATION PROCESS: ARBITRATION IS AN ALTERNATIVE TO COURTROOM LITIGATION. IT PROVIDES EACH PARTY TO THE DISPUTE TO PRESENT THEIR CASES AND ALLOWS A NEUTRAL THIRD PARTY ARBITRATOR TO MAKE DECISIONS AS TO THE MERIT OF EACH SIDE'S CASE. ARBITRATION SUBJECT TO THIS AGREEMENT SHALL BE CONDUCTED VIA WRITTEN SUBMISSION AND, SUBJECT TO THE ARBITRATOR'S DISCRETION THROUGH TELEPHONIC APPEARANCE. AFTER THE INITIAL FILING FEES HAVE BEEN PAID AND THE ARBITRATOR SELECTED, THE INITIATING PARTY (CLAIMANT) MUST SUBMIT A WRITTEN BRIEF SUMMARIZING THEIR LEGAL POSITION AND FACTUAL CLAIMS. ALL SUPPORTING DOCUMENTATION MUST BE INCLUDED WITH THE INITIAL ARBITRATION BRIEF. COPIES OF ALL DOCUMENTS MUST BE SUBMITTED TO ALL PARTIES INVOLVED IN THE ARBITRATION. UPON RECEIPT OF THE CLAIMANT'S ARBITRATION BRIEF AND SUPPORTING DOCUMENTS, THE RESPONDING PARTY OR (RESPONDENT) WILL HAVE 30 DAYS TO FILE THEIR RESPONSIVE ARBITRATION BRIEF AND SUPPORTING DOCUMENTATION. FURTHER DEADLINES AND TIME TABLES ARE SUBJECT TO THE ARBITRATOR'S DISCRETION. LEGAL EFFECTS; IF THE ARBITRATION ALTERNATIVE IS CHOSEN, THEN ANY DECISION MADE BY THE ARBITRATOR MAY BE BINDING. ADDITIONALLY, AN ARBITRATION DECISION MAY NOT BE APPEALED IN A COURT OF LAW. ALL PARTIES AGREE THAT THE ARBITRATOR'S DECISION WILL BE BASED EXCLUSIVELY ON THE GOVERNING UNITED STATES FEDERAL LAW WITHOUT REGARD TO CONFLICTING STATE LAWS OR REGULATIONS. APPLICABLE COSTS EACH PARTY IS RESPONSIBLE FOR THEIR OWN COST ASSOCIATED WITH ARBITRATION. A BENEFIT TO THE ARBITRATION ALTERNATIVE MAY BE THAT IT IS LESS EXPENSIVE THAN TRADITIONAL LITIGATION. EACH PARTY IS RESPONSIBLE FOR 50% OF THE COST ASSOCIATED WITH SECURING THE ARBITRATOR AND 100% OF THEIR OWN EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES.
16. UPON BOOKING, UP TO 30% DEPOSIT FEE IS REQUIRED TO BE PAID BY CREDIT CARD (VISA, MASTERCARD, DISCOVER) OR BANK WIRE AND OR DIRECT DEPOSIT INTO COMPANY ACCOUNT. UPON PICKUP CARRIER MAY COLLECT UP TO 70%. PAYMENT WILL BE DUE IN THE FORM OF CASH OR POSTAL MONEY ORDER. THE REMAINING BALANCE MUST BE PAID IN FULL UPON DELIVERY BY CASH OR POSTAL MONEY ORDER. THE CARRIER RESERVES THE RIGHT TO COLLECT UP TO 70% OF BALANCE DUE PRIOR TO THE GOODS LEAVING THE ORIGIN STATE. SUBJECT TO FEDERAL LAW, PAYMENT IN FULL OF ALL CHARGES IS REQUIRED BEFORE DELIVERY AND PRIOR TO UNLOADING.
17. THE CUSTOMER UNDERSTANDS AND AGREES THAT SHOULD THE CUSTOMER FAIL TO EXECUTE OR RETURN THIS AGREEMENT, BY ALLOWING CARRIER DESIGNATED BY LIBERTY BELL MOVING GROUP LLC. TO PICK UP THE CUSTOMER'S BELONGINGS, THE CUSTOMER EXPRESSLY AGREES AND CONSENTS TO THE TERMS CONTAINED IN THIS AGREEMENT.
18. CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE GOODS AND SERVICES OBTAINED HEREUNDER, THE MOVE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS OF LIBERTY BELL MOVING GROUP LLC. OR THE MOVER. CUSTOMER ACKNOWLEDGES THAT THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT TO LIBERTY BELL MOVING GROUP LLC. TO ENTER INTO THIS AGREEMENT.

INTO THIS AGREEMENT.

19. LIBERTY BELL MOVING GROUP LLC.. REQUIRES THAT THE CUSTOMER MUST FIRST ATTEMPT, TO RESOLVE ALL DISPUTES IN WRITING, DIRECT WITH LIBERTY BELL MOVING GROUP LLC. PRIOR TO INITIALIZING A DISPUTE/REVERSAL WITH THEIR ISSUING CREDIT CARD PROVIDER. THE CUSTOMER MUST PROVIDE WRITTEN DESCRIPTION EVIDENCING ANY AND ALL BREACHES OF THE CONTRACT BY E-MAIL TO LIBERTY BELL MOVING GROUP LLC. AT LBMovingGroup@gmail.com THE CUSTOMER AGREES THAT FAILURE TO PROVIDE WRITTEN DOCUMENTATION CLAIMING THE TERMS AND CONDITIONS WERE NOT ADHERED TO BY LIBERTY BELL MOVING GROUP LLC., FORFEITS THE RIGHT TO DISPUTE THIS CLAIM WITH ISSUING CARD PROVIDER.

20. AS THE CUSTOMER, I AGREE THAT ANY REFUSAL OR DENIAL OF SERVICE, EITHER VERBALLY IN PERSON OR OVER THE PHONE, WILL BE TREATED AS A LATE CANCELLATION MADE OUTSIDE OF THE CANCELLATION WINDOW. I UNDERSTAND THAT NO REFUND WILL BE ISSUED IF I REFUSE OR DENY SERVICE ON THE DAY OF PICK UP. IF I CLAIM THAT SERVICE WAS NOT RENDERED I MUST PROVIDE NOTICE OF ANY SERVICE FAILURE MADE BY LIBERTY BELL MOVING GROUP LLC., IN WRITING TO LBMovingGroup@gmail.com

21. IN SIGNING THIS AGREEMENT, I THE CUSTOMER, AGREE THAT; LIBERTY BELL MOVING GROUP LLC., HAS PROVIDED A DATED COPY OF THE ESTIMATE AND CHARGES AT THE TIME I SIGNED THE AGREEMENT. LIBERTY BELL MOVING GROUP LLC. HAS PROVIDED ME WITH NOTIFICATION METHODS OF PAYMENT REQUIRED TO PAY THE MOTOR CARRIER FOR BALANCES DUE. ALL COSTS AND CHARGES ARE CLEARLY INDICATED ON THE ESTIMATE, AND THE CHARGES REPRESENTED ON THIS ESTIMATE ARE ONLY FOR THE SERVICES AND INVENTORY SPECIFICALLY INDICATED ON ESTIMATE. LIBERTY BELL MOVING GROUP LLC., SALES REPRESENTATIVE VERBALLY CONFIRMED THEIR ROLE AS A MOVING BROKER/COORDINATOR TO ME OVER THE PHONE PRIOR TO PLACING THIS RESERVATION. IN CANCELING THIS RESERVATION, I WILL NOT BE ENTITLED TO A REFUND OF MY DEPOSIT UNLESS MANAGER APPROVES OTHERWISE. IN TURNING DOWN OR DENYING SERVICE I WILL NOT BE ENTITLED TO A REFUND OF MY DEPOSIT UNLESS MANAGER APPROVES OTHERWISE.

Articles List 40 Items, 143 Pieces

Qty	Items	Qty	Items	Qty	Items
1	ARMOIRE, REGULAR	1	CHAISE LOUNGE	2	NIGHT STAND
2	BAR, STOOL	1	CHEST OF DRAWERS	1	OTTOMAN, LARGE
1	BED, KING (MATTRESS /BOXSPRING)	1	CRIB	1	PATIO SET, 5 PIECES
1	BED, QUEEN (MATTRESS/BOXSPRING)	1	DESK CHAIR, LARGE	20	PICTURES, MEDIUM
4	BOOK SHELF MEDIUM	1	DESK, REGULAR	1	SOFA TABLE
20	BOX, LARGE 18X18X24	2	DRESSER, DOUBLE	1	SOFA, 3 SEATER
20	BOX, MEDIUM 18X18X18	1	ENTERTAINMENT CENTER, LG	1	SOFA, SECTIONAL-2 PIECE
20	BOX, SMALL 12X12X18	1	GOLF CLUBS	3	T.V. FLAT SCREEN- 15-32
1	BUFFET, BASE	2	HAMPER	1	T.V. FLAT SCREEN- 33-60
4	CARPET, AREA RUG, 5X8	3	LAMP, FLOOR (PBO)	1	TABLE, COFFEE
2	CARPET, AREA RUG 8X10	4	LAMP, TABLE (PBO)	2	TABLE, END
6	CHAIR, DINING	1	LARGE DINING TABLE	1	VACUUM CLEANER
3	CHAIR, HIGH BACK	2	NESTING TABLE	1	WASHER/DRYER COMBO
1	CHAIR, ROCKER				

Click on [Online Electronic Signature](#) to confirm your move online.

If you no longer wish to receive emails from Liberty Bell Moving Group, please click on [unsubscribe](#)

Subject: V4019627

From: nicoleharrison23@yahoo.com

To: LBMOVINGGROUP@GMAIL.COM

Date: Monday, October 23, 2017, 11:29:41 AM MST

I need to cancel my move referenced under the above number. Due to unforeseen circumstances we are no longer moving. Please refund my deposit of 2023, less the 10% of \$202. Please confirm receipt of this email and advise when I can expect the refund.

Nicole Daley

216-374-4425

Sent from Yahoo Mail on Android