

1. **Agreement:** This Agreement is made between you (“Customer”) and Merry & Bright Designs LLC (“M&BD”). These terms and conditions create a contract between you and M&BD (the “Agreement”). Please read the Agreement carefully. By signing in the indicated space on your Design Estimate and submitting a check or by remitting payment online, you confirm your understanding and acceptance of this Agreement.
2. **Availability and Quotation:** To check on pricing and availability for a particular event, the Customer may email or call M&BD and provide insight into: the event date, desired look, setup and removal requirements, and venue location. Depending on the event, a free on-site consultation may be arranged to ensure details are properly conveyed and understood. Once this information is compiled and contingent on availability, M&BD will send a Design Estimate to the Customer for the complete rental, setup, removal, and other costs.
3. **Reservation:** If the Customer wishes to confirm the rental and complete the reservation process, they may do so by 1. Completing the bottom portion of the Design Estimate form and submitting the down payment amount or 2. Reviewing these terms and paying online at [merryandbrightdesigns.com/pay](http://merryandbrightdesigns.com/pay).
4. **Rental Rate:** Lighting pricing is for the entire event duration, assumed to be between the installation dates and removal dates on the Design Estimate.
5. **Payment:** The down payment is required to confirm this reservation. The Customer will be billed thirty (30) days prior to the event date for the remaining balance. The remaining balance must be paid via check or online at least fourteen (14) days prior to event date.
6. **Non-Payment and Cancellation:** If payment is not received within fourteen (14) days prior to event date, M&BD may cancel this reservation. If the Customer cancels the reservation fourteen (14) or fewer days prior to the scheduled event date, the Customer may still be charged for the complete reservation. In the event the Customer fails to remit payment as specified, M&BD has the right to immediately terminate this agreement with no further obligation and retain any monies already paid. M&BD may attempt to collect payment through the courts. The Customer will be held responsible for all court fees, legal fees, and collection costs incurred by M&BD. Check payments that do not clear the bank will result in a \$30.00 return check fee.
7. **Setup:** M&BD will begin installation of the specified lights at the time predetermined on the Design Estimate. M&BD reserves the right to alter the design or location after the installation process has begun to accommodate any unforeseen problems or Customer requests. If the Customer requests changes to any or all portions of completed installation or it becomes apparent that additional lighting is needed to properly achieve the desired look, the Customer will be responsible for any additional installation and labor costs that may accrue to facilitate desired changes. Additionally, M&BD reserves the right to reject service to any property deemed unsafe by on-site personnel. All professional installation materials are included in the pricing. M&BD may be required to modify the property to achieve a secure installation including using eyebolts, staples, and screws (see section 11 for more details). While every effort is made to make the impact minimal, light pole usage may result in disruption to sod or landscaping. M&BD will test all lighting at completion of installation and will leave installation fully functional. In some cases, a technician will remain on-site during the event and this will be indicated on your Design Estimate.
8. **Removal:** Lights will be removed immediately following the event or as otherwise arranged and indicated on the Design Estimate.
9. **Loss/Damage:** All installations are left in complete and operational order. While it is understood that normal wear and tear will take place during the rental period, the Customer is solely responsible for any excessive damage or loss that occurs during the event. Replacement fees may result from the Customer or event attendees tampering or vandalizing the lights.
10. **Replacement Fees:** Total replacement costs are not the same as the rental rate. If the removal technician discovers that lights are missing or damaged, the Customer will be charged the total replacement costs for each missing light and billed within five (5) days.
11. **Venue Availability and Restrictions:** Installation and removal times will be indicated on the Design Estimate page. The Customer is responsible for ensuring the event space is completely and continuously available for the entire duration of the installation and removal timeframe. The Customer is solely obligated for reserving the venue space and paying the venue owner any costs associated therewith. M&BD must have access to the venue for the entire setup time and be granted permission to secure

lights to beams, ceiling tiles, walls, floors or other existing structural pieces. Any restrictions imposed by the venue must be made known prior to approval of the Design Estimate so arrangements can be made to accommodate them.

12. Postponement and Reschedule Terms: All events, including both indoor and outdoor, are assumed to take place rain or shine. If the event is cancelled due to inclement weather or other circumstances, the Customer is still responsible for complete rental costs. If the Customer reschedules the event and M&BD is available to provide the exact same services on the new event date, the Customer retains credit for the down payment. If the event is rescheduled to take place at a new venue, a new Design Estimate will be required and Customer will be refunded their down payment.

13. Warranty: Merry & Bright Designs LLC warrants that during the warranty period the lights that the Customer has rented from M&BD are free from material defects in materials or workmanship under normal use. This period coincides rental duration outlined on the Design Estimate. Except for the above warranty, no other warranties, express or implied, including without limitation, durability, fitness for a particular purpose or merchantability, are made by M&BD. During the warranty period, M&BD will, as the sole remedy for a warranty claim, at its discretion, repair or replace any defective lights at no cost. The Customer must contact M&BD via email or phone for immediate replacement of any broken or damaged lights (this does not cover damage as a result of tampering or vandalism).

14. Ownership: This rental agreement is intended to constitute a rental only and nothing herein contained shall give or convey to the Customer any right, title, or interest in and to any of the lights rented hereunder except as a renter. All lighting remains the property of M&BD and may not be copied, reproduced, reverse engineered, redistributed, resold, or leased. The Customer may only use the rented lighting at events in which the Customer is directly participating.

15. Photos: M&BD may purchase from the wedding or event photographer the rights to any photo from the event that features the lighting for marketing or website purposes.

16. Indemnity/Consequential Damages: While professional equipment and quality products are used in all installations, the Customer agrees to indemnify, defend and hold M&BD, its crew, employees, and owners harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorney's fees and costs, for all injuries or death of any person, or damages to any property, or any tax, fee or penalty assessed against M&BD occurring or arising from or connected with the use of lighting or any malfunctions from installing, maintaining, or the displaying of lights including damage to property resulting from equipment failure, acts of nature, or any other circumstances. M&BD is not responsible for downtime in the display resulting from power outages or other circumstances outside of M&BD's control.

17. Customer Liability: M&BD acknowledges that activity related to installing, maintaining, replacing, or removing lighting carries with it the potential for certain risks, some of which may not be reasonably foreseeable and may include harm to M&BD personnel, including but not limited to, bodily injury, emotional distress, or death. To that end, M&BD hereby releases from all liability and holds harmless the Customer for any personal injuries, distress, or death to M&BD's personnel which may arise in connection with the afore mentioned activities while working at the event venue. M&BD maintains a robust commercial liability insurance policy at M&BD's expense and a certificate of insurance can be requested by the Customer, Event Planner, or Venue at any time.

18. Force Majeure: This agreement is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond M&BD's control. If such circumstances arise, all reasonable efforts will be made by M&BD to find replacement services. Should M&BD be unable to procure a replacement, Customer shall receive a full refund. Customer agrees that in all circumstances, M&BD liability shall be exclusively limited to an amount equal to the agreed rate and that the M&BD shall not be liable for indirect or consequential damages arising from any breach of contract.

19. Contract Terms: This contract is valid up until the end of the rental duration listed on the Design Estimate.

20. Constitution Of Legal Binding Agreement: This agreement is not binding until the Customer reserves the lighting for the event by following the steps in Section 3. Any changes must be written and signed by both the Customer and M&BD. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

21. Promise: The parties promise to abide by the terms of this agreement and be legally bound thereby.