

- 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 agreement section of the Design Estimate or checking the box on the online payment page, you confirm your understanding and acceptance of this Agreement.
- 2. Consultation & Design Estimate:** M&BD will provide a free on-site or remote consultation. The Customer has the ability to select, contingent on availability, the colors, size, and type of lights and décor they prefer at that time. Following the consultation, the Customer will receive their “Christmas Lighting Design Estimate”. The Customer’s design as specified in the Design Estimate will only be reserved upon receipt of the down payment indicated therein. The Customer is requested to fill out the information on the Design Estimate although payment of the down payment alone is enough to confirm the installation and enter into this Agreement.
- 3. Christmas Season:** The Christmas season begins on September 15 and ends on January 21. Lights and décor will not be installed prior to the start of the season and/or before the date indicated on the Customer’s Design Estimate. If lights and décor need to be operational for a Christmas party, holiday sale, family gathering, or other special event, it is the Customer’s responsibility to ensure the installation and power on date is scheduled before that time. Lights and décor removal will begin December 27 and continue through January 21. Unlike installations, removals are done according to geographical convenience and crew availability and cannot be scheduled. However, lights may be turned off prior to removal by either the Customer or by contacting M&BD and arranging a power-off date at no charge.
- 4. Installation:** M&BD will begin installation of the specified lights and décor in the timeframe predetermined on the Design Estimate. If weather does not permit a timely installation, a rain date will be scheduled. M&BD reserves the right to alter the design, bulb type, color, 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 and décor are needed to properly achieve the desired look, the Customer will be responsible for any additional material, installation, 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. Lights may be programmed to be on immediately following the installation or can be turned on at a later date, as indicated on the Design Estimate. The standard on time is dusk and the standard turn off time is dawn. The Customer may request different times if desired. It is important to note that in order to maintain all warranties and ensure high quality installations, all lighting strands, bulbs, wires, garland, wreaths, electrical cords, other décor, and installation materials are property and remain the property of M&BD. M&BD may modify the Customer’s property to achieve a secure installation including using eyebolts, staples, and screws. Level 1 & Level 2 installations are not subject to additional charge. A Level 3 installation may require a one-time aerial lift fee of \$499. While every effort is made to make the impact minimal, aerial lift and ladder usage may result in disruption to sod and landscaping as well as gutters and siding. M&BD will test all lighting at completion of installation and will leave installation fully functional.
- 5. Maintenance:** M&BD will make on-site service calls for problems that arise during the season within 36 hours of the call/email or from when weather permits. The Customer must contact M&BD via email or phone to report any issues. There is normally no service charge for the following conditions 1. Outage or damage caused by severe weather conditions such as excessive wind, rain, snow, and ice. 2. Tampering by natural wildlife. M&BD will not cover damage caused by the Customer (see section 11). Charges are applied if traveling to the Customer’s installation exceeds 75 miles round trip, at which point the Customer will be charged \$0.45/mile to cover transportation costs or damage is determined to be the fault of the Customer. Restrictions apply to service calls requested after December 21.
- 6. Removal:** Lights will be removed no later than January 21. The Customer is not required to be present for removal unless access into the home/business is required. Upon completion of the removal, lights and decor will be hauled away and stored in a secure facility.
- 7. Payment:** Customer will be invoiced immediately following lighting installation. Payment is due in full within twenty-one (21) days.
- 8. Non-Payment:** 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 money already paid. M&BD may attempt to collect payment through the courts. The Customer will be held responsible for all court fees, legal and attorney fees, and other collection costs incurred by M&BD. Payments not received by the due date as stated on the invoice are subject to a late penalty and loss of any applied discounts. Check payments that do not clear the bank will result in a \$30.00 return check fee.

9. Cancellation: If for any reason Customer cancels this contract before the installation date, M&BD may keep the down payment. Cancellation must be made in writing via postal or electronic mail. If the Customer fails to supply written cancellation as specified before the installation date or cancels within twenty-one (21) days of the earliest installation date specified on the Design Estimate, the Customer may be required to pay the full balance due.

10. Electricity: The Customer must provide M&BD clear access to safe and adequate electricity appropriate to the volume of lights requested by the Customer. M&BD will require enough free circuits to successfully handle the electrical load of the entire lighting installation. M&BD will not be held responsible for inadequate, faulty, or overloaded electrical sources at the Customer's property. The Customer may be required to provide electrical connection from inside the house or business. Customers requesting large lighting installations may need to consult with their electrician to provide additional power commensurate with installation wishes. Be aware that persistent moisture will up to double the resistance load and may cause circuit breakers or GFI outlets to reset. In this case, the Customer may reset the breaker if they wish or place a service call with M&BD to resolve the issue. Customers should not tether personal lights to the installation or plug in devices into the same outlet as it may result in an electrical hazard or fire.

11. Vandalism/Destruction of Lights & Decor: The Customer is responsible for any damages that result from vandalism, accidental fire, household pets, arson, theft, snow plowing, or other acts and events that damage the lights and décor while they are installed on the Customer's property. After the damage has been assessed by M&BD personnel, the Customer will be billed a damage fee equal to the amount of lights and décor deemed destroyed. Depending on the time of the season, the lights and décor will be replaced but not necessarily re-installed prior to the Christmas holiday due to shipping times, workload, and other circumstances.

12. Photos: M&BD reserves the right to take and use photographs or video of the Customer's installation for marketing and media purposes.

13. 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 and décor or any malfunctions from installing, maintaining, or the displaying of lights and décor 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, unless as a result of negligence of M&BD, of M&BD's control.

14. Customer Liability: M&BD acknowledges that activity related to installing, maintaining, replacing, or removing Christmas décor 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, Joel Wyant and 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 Customer's property or installation location.

15. 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.

16. Contract Terms: This contract is valid for one Christmas season only.

17. Constitution Of Legal Binding Agreement: This agreement is binding once services are initiated by payment of the correct down payment amount as listed on the Design Estimate. Any changes to installation or removal scope or timelines 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.

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