

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 to add lighting to a deck, patio, or other area, the Customer may email or call M&BD for a free on-site consultation. Following this consultation, the Customer will receive a Design Estimate with complete materials, labor, logistics, and other costs related to perform services (the "installation").
3. Confirmation: If the Customer wishes to confirm the installation as quoted, they may do so by a. Completing the bottom portion of the Design Estimate form and submitting the down payment amount or b. Reviewing these terms and paying online at merryandbrightdesigns.com/pay.
4. Payment: A 20% down payment is required to confirm this installation. The Customer will be billed following a successful installation the remaining balance. The remaining balance must be paid via check or online within thirty (30) days.
5. Non-Payment and Cancellation: If payment is not received within thirty (30) following the installation, M&BD may charge a late fee equal to 3% of the installation value. Because patio string materials are ordered custom for each Customer, if the Customer cancels the installation services fourteen (14) or fewer days prior to the scheduled installation date, the Customer may still be charged for any existing project expenses that cannot be recouped. 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.
6. Installation: 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, masonry anchors, d-rings and screws. M&BD will test all lighting at completion of the project and will leave the installation fully functional.
7. Warranty: All installations are left in complete and operational order. M&BD warrants that during the warranty period the lights that the Customer have purchased from M&BD are free from material defects in materials or workmanship under normal use. This warranty period begins immediately following installation and lasts for a duration of one (1) year. 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. It is the Customer's understanding that wear and tear will continue take place in the following the warranty period and M&BD is not responsible or obligated to provide further service to the installation.
8. Photos: M&BD may purchase from a photographer the rights to any photo from the event that features the lighting for marketing or website purposes.
9. 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 installation resulting from power outages or other circumstances

outside of M&BD's control.

10. 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 Customer's business or home. 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 at any time.

11. 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.

12. Contract Terms: This contract is valid for the scope of services outlined in the Design Estimate only and only for the duration of the Warranty Period.

13. 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.

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