

Below are the terms and conditions of The Christmas Company and must be read and agreed upon

PROPOSAL:

The Christmas Company (referred to hereinafter as "TCC") will provide a proposal of services which will include a summary of the product cost, the labor (shop time, installation, removal) cost. This proposal may be written or verbal and will be given to client prior to agreement of installation. The proposal is an approximation and may vary from the final invoice price based on the actual product count and or customer modifications. TCC will visit on-site, utilize online measuring services or use customer provided verbal explanations to make a proposal of service costs. Any changes to requested services, after the original proposal is agreed upon, which results in the need for additional materials or installation time, will result in additional costs at the prevailing rates, which may be different than rates of the original proposal. All final service agreements and pricing shall be discussed with TCC office staff directly and never with the installation crew members. Our minimum basic installation cost is \$999.00 for Residential Lighting Projects and \$699.00 for Residential Landscape Projects (special pricing is available, e.g., with our coupon, etc.)

PAYMENT:

TCC invoices all clients at the time of the final agreement of installation. TCC requires a 50% down payment in advance, to reserve installation dates, unless prior arrangements are approved by TCC. The remaining balance is due in full on the date of installation unless other payment arrangements have been made in advance with TCC. TCC accepts cash, check or credit card(s) (master card, visa) either by phone, onsite or through e-mail, prior to installation. If remaining balance/payment is not received on the installation date, clients are subject to the loss of their installation date and any discounts and will be assessed a 15% late fee.

SERVICE:

TCC reserves the right to refuse service to any location/property that is not deemed safe by our trained technicians. All products including lighting/décor/ banners/wire frames or greenery used in installation are purchased by the client and all purchased items are under the manufacturer's warrantee. Any products leased or rented from TCC, belongs to TCC and will be repaired or replaced (at TCC's Expense) during the season if any of the products or equipment fails or malfunctions. All purchased products can either be stored by the client or by TCC for an additional storage fee if not included on the Invoice. Any products leased or rented from TCC will be removed and stored by TCC after the holiday season. TCC will use adequate fasteners or materials to secure all lighting, décor or greenery to the home or business that we deem necessary. The fasteners and materials we use are as follows but not limited too; C-Clips, All-n-1-Clips, Nail-on-Clips, Metal Quick Clips, Cable Tacks and Magnetic Clips. These items may or may not be removed at the time of removal with the products. If any or all the styles of installation fasteners or materials are approved by client, TCC will not be held liable for any small holes left behind in the structure of the home or commercial property after all products and installation fasteners or materials are removed. Any or all C-Clips needing replaced (on commercial properties) due to breakage and not included in the Invoice will be billed at .69 cents per clip after installation is complete (C-Clips are included in New Installations Projects, unless otherwise noted in the Invoice). All roof areas and gutters must be clear of debris and any items deemed unsafe for proper installation. Rental equipment may be needed to complete the job due to safety and OSHA rules and regulations. If at any time during the installation process TCC deems it unsafe to proceed, TCC will notify the client and offer the use of rental equipment to complete the project. All rental equipment will be billed on a separate Invoice. TCC will not be held liable for any or all damages weather related; including wind, dust storms, thunderstorms or lighting, rain, sprinkler moisture, dew, hail, snow or ice or any other acts of God/nature to the lighting, décor, banners, hardware, electrical components, and/or any other products, that are installed on the building/structure, complex, or place of residence; including but not limited to, lamp posts, trees, shrubs, or any other decorated element/ item. By signing this Contract, you as the client are agreeing to use TCC as your holiday decorating specialists for the 2017-2019 seasons. After the 3-year lighting contract concludes if the client would like to renew the contract, some products may need to be replaced per manufactures requirements. All design, visual concepts, concept sketches, drawings and specific layout is proprietary information and will always belong to and be the property of TCC and may not be used in any fashion without written permission of TCC. TCC also reserves the right to take and/or use photographs of property, location, residence for marketing purposes.

Client Owned/Provided Products:

TCC may install Client's product if it is deemed usable by our Installation Technicians. All the products must be in good working order and meet the specifications of TCC, each product must be clearly marked/labeled and correspond with the installation map and all light line must be marked/indicated with the socket spacing and the correct number sequence for installation on the residence or commercial property. These requirements will be discussed with owner prior to installation.

ELECTRICITY:

The client must provide TCC clear access to safe and adequate electricity commensurate with the volume of lights requested. TCC will require enough free circuits to successfully handle the electrical load of the lighting package and the provided circuits shall not be tethered to any high wattage devices. TCC will not be held responsible for inadequate, faulty, or overloaded electrical sources at the place of service. Persistent moisture will create electrical resistance in the light strands and may cause circuit breakers to reset which may require a service call for TCC to redistribute power. If circuit breakers frequently need to be reset this is often a sign of inadequate power supply and may also require a service call. The customer may be required to consult with their electrician for large lighting packages prior to installation to assure correct power and distribution is available. TCC installers are not electricians but are trained in holiday lighting installation. TCC will not alter the circuit panel or breakers at anytime during installation or removal. This must be done by the client's certified electrical service provider.

DISCLOSURE:

TCC uses the highest quality commercial holiday lighting/décor/banners/wire frames and greenery products. At the time of installation these items will be fully functional and in working order. Any defects with the products or installation must be communicated to TCC within 24 hours of the installation date. All products owned by TCC will be repaired or replaced at TCC's expense. All products owned or provided by the Client that need repaired or replaced will be discussed with the client and will be billed to the client after installation. Service Calls are made once (1) per week to assure lighting/décor/banners/wire frames or greenery products are in good working order. If at any time during the season the client encounters any problems with the lighting/décor/banners/wire frames or greenery products, outside of the once a week service call, TCC will make additional service calls at \$85.00 per call plus the cost of any products repaired or replaced. Any service calls requested between Christmas Eve and New Year's Day will be billed at \$195 per hour, including drive time to and from the job location. TCC carries adequate insurance and registration for both residential and commercial properties to complete Holiday Lighting, Décor Installation and Removal Services.

Customers Printed Name

Signature of Client:

Property Address:

Date:

I have read the above information and agree to the terms of this agreement.