

# Space City Sparkle Terms and Conditions for Christmas Light Installation

Welcome to Space City Sparkle! We are delighted to offer our lighting lease services to help illuminate and enhance your holiday season. Before proceeding with our services, we kindly request that you carefully read and understand the following Terms and Conditions. By engaging with our services, you acknowledge and agree to comply with these terms.

## Services Provided:

**1 Lighting Lease:** Space City Sparkle provides a lighting lease service for the holiday season. We will install, maintain, remove, and store Christmas lights and decorations at our designated location.

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## Lease Agreement:

**2.1 Duration:** The lease agreement is valid for the agreed-upon period, starting from the installation date specified in the contract and concluding upon removal in January.

**2.2 Installation:** Our professional team will install the Christmas lights and decorations according to your preferences and the design agreed upon. We will make every reasonable effort to ensure the safety and quality of the installation.

**2.3 Maintenance:** Throughout the lease period, Space City Sparkle will be responsible for the maintenance and repair of the lighting with our "Stay Sparkling Warranty." We will promptly address any issues that may arise, such as burnt-out bulbs or wiring problems within 24–48 hours of notifying us.

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## Removal:

At the end of the lease period, Space City Sparkle will remove all lights and decorations in a timely manner. Removal will be performed with the same care and professionalism as the installation. We typically remove the lighting beginning January 1st through January 31st. If you would like your lights up longer please let us know but there may be an additional fee.

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## Customer Obligations:

**3.1 Access and Preparation:** You are responsible for providing our team with safe and unrestricted access to the installation site. Please ensure that any obstacles are moved to facilitate the installation process. If your power source is behind a locked gate, we may need you to unlock it during your installation.

**3.2 Electrical Power:** You must ensure that an adequate and functioning electrical power source is available at the installation site. Any electrical work required beyond the standard installation will be your responsibility and should be completed prior to our team's arrival.

**3.3 Care and Protection:** While the lighting is on lease, you agree to exercise reasonable care in maintaining and protecting the lights and decorations. You are responsible for preventing damage caused by negligence, vandalism, weather conditions, or any other factors beyond ordinary wear and tear. Please let us know if you feel the lighting is in danger of damage.

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## **Payment and Charges:**

**4.1 Lease Fees:** The lease fees will be outlined in the quote and are payable according to the agreed terms. Payment should be made promptly upon receipt of an invoice from Space City Sparkle. Once the deposit is paid you will be placed on our schedule on a first come, first served basis. Upon **completion** of the installation your final invoice will be tallied and sent to you. We will charge the card on file within 3 days of sending the invoice.

**4.2 Additional Charges:** In the event of damage caused by negligence or failure to comply with the terms outlined in this agreement, you may be subject to additional charges for repairs or replacement of equipment.

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## **Limitation of Liability:**

**5.1 Indemnification:** Space City Sparkle shall not be held liable for any damages, injuries, or losses incurred during or as a result of the lighting installation, maintenance, or removal, except in cases of gross negligence or willful misconduct.

**5.2 Assumption of Risk:** You assume all risks associated with the use of the leased lights and decorations. Space City Sparkle will not be responsible for any accidents, injuries, or damages that may occur due to the lights' installation or use.

**5.3 Disclaimer of Responsibility for Damage to Roof or Gutters:** Space City Sparkle LLC explicitly states that it shall not be held responsible for any damage caused to the roof or gutters of the client's property during the installation, maintenance, or removal of Christmas lights, decorations, or any associated equipment.

**5.4 Roof and Gutter Condition:** The client acknowledges that it is their responsibility to ensure that the roof and gutters of the property are in proper condition and suitable for the installation of Christmas lights. The installers will let you know if they see any problems and take photos of any items you may need to address.

**5.5 Weather Conditions:** The client acknowledges that certain weather conditions, including but not limited to heavy rain, snow, ice, windstorms, or hail, may pose risks to the integrity of the roof and gutters. Space City Sparkle LLC shall not be held responsible for any damage caused by adverse weather conditions during or after the installation, maintenance, or removal of Christmas lights.

**5.6 Indemnification:** The client agrees to indemnify and hold harmless Space City Sparkle LLC, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, or expenses arising out of or in connection with any damage to the roof or gutters of the property.

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## **Lift Disclaimer:**

By hiring the Company or utilizing its services, you agree to be bound by the following terms and conditions:

**6.1** Space City Sparkle LLC explicitly states that it shall not be held responsible for any damage caused by a bomb lift or related incidents during the installation, maintenance, or removal of Christmas lights, decorations, or any associated equipment.

**6.2 Client's Responsibility:** It is the client's responsibility to ensure that the property is free from any potential hazards, including any other dangerous materials that may be present underground or hidden within structures. The client should undertake the necessary due diligence to ensure the safety of the property before the Company's arrival for any services.

**6.3 Limited Liability:** In no event shall Space City Sparkle LLC be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with any damage caused by a lift or related incidents, including but not limited to property damage, personal injury, or loss of business or profit.

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## **Termination:**

**7.1 Early Termination:** Early termination requests must be submitted in writing and approved by Space City Sparkle.

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## **Governing Law:**

**8.1 Jurisdiction:** These Terms of Service shall be governed by and construed in accordance with the laws of the jurisdiction in which Space City Sparkle is located.

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## **Grandfathered Existing Clients with Purchased Lights:**

**9.1** Grandfathered Existing Clients with purchased lights may add to their displays with the same availability to purchase the decorations.

**9.2** Grandfathered Existing Clients will be provided the same level of service with the addition of the extended warranty. If there is a need for new clips, yard stakes, mini lights, bulbs, or other replacement items, there will be an additional charge added to your final invoice.

**9.3** New 2023 Company Policy for Archway, Garages, and Windows with missing sockets will have their socket wire replaced. The existing bulbs will be placed in new socket wire or a replacement socket will be placed if existing socket wire is at proper above-average standard.

**9.4 Animal Damage:** If your purchased decorations have been damaged by animals, we can replace those items at the replacement cost. Space City Sparkle is not responsible for animal damage or vandalized decorations that were stored at the client's home.

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## **Space City Sparkle - Invisilights Permanent Lighting Installation Terms & Conditions**

### **1. Scope of Work**

Space City Sparkle ("Company") agrees to install Invisilights permanent lighting ("Product") on the exterior of the customer's home ("Customer"). The installation includes securing a track system to the soffit, attaching a control box, wiring the lights to the control box, configuring WiFi and WiFi extenders, utilizing power injectors, and other necessary modifications for proper functionality.

### **2. Authorization & Access**

Customer grants Company permission to drill into the home's soffit, walls, or other structural components as needed to complete the installation. Customers must provide access to power sources, WiFi networks, and attic spaces (if applicable) during installation.

### **3. Structural Modifications**

Installation may require permanent modifications to the home, including:

- Screwing the track system into the soffit.
- Drilling into the home for wiring.
- External wiring that may be visible after installation.
- Optional attic wiring, which may be affected by climate conditions such as heat and humidity.

#### **4. WiFi & Connectivity**

The company will configure the system to connect via the Customer's WiFi network. The performance of the system is dependent on WiFi strength and reliability. Additional WiFi extenders or power injectors may be required for optimal operation, which may incur additional costs.

#### **5. Warranty & Liability**

The company provides a one-year limited installation warranty, covering defects in workmanship. The Product warranty is covered by the manufacturer and is subject to their terms (5 years).

Company is not responsible for:

- Customer's WiFi performance or interference affecting the system.
- Electrical issues caused by the home's existing wiring or power sources.
- Climate-related damage to wiring installed in attic spaces.
- Damage resulting from alterations or tampering by the Customer or third parties.
- Normal wear and tear, environmental damage, or acts of nature.

#### **6. Customer Responsibilities**

Customer agrees to:

- Provide adequate and stable WiFi coverage for the system.
- Maintain access to the power source for the control box.
- Avoid tampering with installed components.
- Acknowledge that certain installation elements may be permanent and visible.

**7. Limitation of Liability**

Company shall not be liable for incidental, consequential, or indirect damages, including but not limited to loss of property value, aesthetic concerns, or disruptions in service due to WiFi issues or power failures.

**8. Payment & Cancellation**

A 50% deposit is required to begin the installation. Full payment is required upon completion unless otherwise agreed in writing. If the Customer cancels after work has begun, Customer will be responsible for labor and materials expended up to the cancellation date.

**9. Acceptance of Terms**

By proceeding with installation, the Customer acknowledges and agrees to these Terms & Conditions. Any disputes shall be resolved in accordance with the laws of the State of Texas.

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**Space City Sparkle**

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