



SERVICE AGREEMENT - POLICIES, TERMS AND CONDITIONS

Smithman Productions will provide design, installation, removal and storage of holiday decorations. All lighting and decorations remain the property of the Smithman Productions. This service agreement outlines the expectations/acknowledgment of the client.

Seasonal Lighting and Decorations:

- * Smithman Productions warrants the quality of our decorations and workmanship as described below. Should you have any problems with the decorations, we want to correct them as soon as possible.
- * Clients are responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFCI receptacles can, will, and should interrupt power to decor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet décor, lighting, outlets and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset and power restored. Smithman Productions is not responsible for outlets that will not reset due to the presence of moisture. Lighting or decor outages must be reported. Smithman Productions is not responsible for unreported outages.
- * Repairs needed due to vandalism, extraordinary weather conditions, landscapers cutting lines, and customer added lights are not warranted and will be billed as additional services.
- * Power failure or tripping of GFCI circuits that occur as a result of inclement weather is not the responsibility of Smithman Productions. We will perform required service calls to solve these issues but we will not be held liable for damages that may occur as a result of nature. Clients are responsible for resetting GFCI circuits that have been shut off due to inclement weather or other conditions.
- * If the client decides to try and change timer settings and a resolution cannot be made over the phone to fix the settings, a \$75 service fee will be charged.
- * If the client plugs lighting sets not provided by Smithman Productions into timers and/or plugs provided by Smithman Productions, the warranty will be voided and a minimum of a \$75 fee will be charged along with an hourly rate to resolve any problems.
- * Installation and Removal dates: Keep in mind the weather plays a large factor in this seasonal business. Safety of our staff, your property, and material is our main priority. We will do our very best to fulfill everyone's needs to bring out the festive holiday spirit of lighting decor.
- * Smithman Productions will start installing holiday lights and decorations during the month of October and into the third week of November. The installation included during this time frame will be roof lighting, gates, fences, trees and shrubs. This will allow Smithman Productions to install and keep up with the demand of new clientele. All holiday lights "go live" by Friday, the day following Thanksgiving (unless specified otherwise.)
- * Smithman Productions retains sole discretion as to the timing of services and no breach of contract occurs based on dates of services.
- * All holiday lighting that is installed is suitable only to be used as seasonal, temporary lighting activated by timers unless otherwise specified. Smithman Productions can only warrant seasonal lighting up to 90 days or warranty will be voided. If the client chooses to run lighting continuously with no timer, any warranty will be voided.

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* Photos: Please note, unless otherwise agreed upon, Smithman Productions reserves the right to take photos of our decor services on your property and to use as representation for marketing purposes including but not limited to brochures, portfolios, Internet or postcards. The use of photos does not imply that any financial or other compensation will be given for said use. We reserve the right to state the property name.

* Billing Issues and Quality of Service: In the event that you have a question regarding any billing, please contact our office within 7 days, or we will assume that billing is correct. All services, unless otherwise agreed, are billed at the time of installation.

* Services include materials, set up, installation accessories, labeling, removal and boxing of decor. Storage of all decor is also included with the service. Smithman Productions guarantees the quality of all materials and workmanship.

* Terms and Conditions: An invoice will be created at the time of installation completion. Terms are net-30 unless otherwise specified.

* In the event payment is not made within the terms of the invoice, a time-price differential (FINANCE CHARGE) of 18% per annum, but in no event in excess of the maximum amount allowed by law, shall be assessed and due on the unpaid balance from the due date until payment is received in full by Smithman Productions.

* Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account. In the event the client fails to make payments as required, the account shall be considered to be in default and the client shall be responsible for costs of collection and reasonable attorney fees, as allowed by law.

* Payment will be accepted by check, cash or credit card.

* Limited Warranty and Limitation of Liability and Remedies: BOTH PARTIES TO THIS CONTRACT AGREE THAT IN THE EVENT OF THE FAILURE OR MALFUNCTION OF THE LIGHTING AND/OR DECORATIONS PROVIDED, THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CLIENT SHALL BE THE REFUND OF THE COST OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE REPAIR OR REPLACEMENT OF THE LIGHTING AND/OR DECORATIONS, TO BE DETERMINED SOLELY AT THE DISCRETION OF THE SERVICE PROVIDER. BOTH PARTIES AGREE THAT SMITHMAN PRODUCTIONS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE CAUSED TO THE PROPERTY OF THE CLIENT BY ANY FAILURE OR MALFUNCTION OF THE LIGHTING AND DECORATIONS PROVIDED UNDER THIS AGREEMENT. SOME STATES MAY NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SO ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU. BOTH PARTIES AGREE THAT ANY CLAIM BY THE CLIENT THAT THE WORKMANSHIP OR MATERIALS USED ARE DEFECTIVE OR NONCONFORMING MUST BE BROUGHT TO THE ATTENTION OF SMITHMAN PRODUCTIONS IN WRITING WITHIN 72 HOURS OF THE SERVICE AND FAILURE TO DO SO RESULTS IN A COMPLETE AND FINAL WAIVER OF ALL CLAIMS.

I have read, understand and agree to the above policies, terms, and conditions. Client has the right to rescind this contract by giving written notice to the service provider within three days from the date signed.

Full Name

Company/Title

Signature

Date