

Terms and Conditions

- 1.) Christmas Light People (CLP) is a service provided by Big Top Party Rental, 36 Hillman Street, Unit 4, in Tewksbury, Massachusetts. All checks must be payable to Big Top Party Rental or Christmas Light People.
- 2.) CLP is not required to install any of its products when in the sole opinion of CLP, weather conditions create an unreasonable risk of harm to CLP employees or its property.
- 3.) Customer shall provide readily accessible power outlets outside the home or building in sufficient capacity to safely operate all electrical facilities proposed herein. Customer may attach such electrical fixtures and wiring to the installation if approved by CLP and in conformance with all applicable laws and regulations governing the same. Electricity is needed at all installation sites. Outlets must be within 25 feet of installation area. The following requests must be provided at installation site by customer: Customer shall be responsible for providing at least 1 dedicated 20 amp GFCI circuit for every 1920 watts used. It is the customer's responsibility to make sure that the panel box and circuit breakers are labeled correctly. It is also the customer's responsibility to make sure each exterior outlet has a working bubble cover. The circuit should comply with the national electrical code. It is the customer's responsibility to make sure any circuit we use is dedicated and that no other outlets draw off circuits we use for Holiday Lighting. Customer shall consult with an electrician if unsure of any of these requests. Customer shall be held responsible for any cost incurred for electrician services such as non-working outlets, non-working timers or non-working circuit breakers.
- 4.) This agreement constitutes the full agreement of these parties and any oral representations are null and void. This contract shall be governed by the law of the Commonwealth of Massachusetts. Should any clause herein be legal or void, it shall have no effect on the rest of the agreement, which shall be in full force.
- 5.) Customer hereby warrants that it has had an opportunity to inspect the products and installation, that it has so inspected, and that all products and property are in satisfactory condition with any exceptions in writing and attached hereto. It is the responsibility of the customer to know if their town requires a permit for this installation and they are responsible for securing one and any expenses that are incurred in doing so.
- 6.) If any problems develop with any of CLP's products or installations customer must call CLP as soon as possible at (978) 505-0077 and leave a message about the problem with a CLP customer service representative or on the answering machine describing the problem. These steps must be followed so the problem can be attended to immediately.
- 7.) Installation and removal are not included in supply cost. Supplies are not included in installation or removal costs. There are 4 separate costs on all orders: Supply, Installation, Removal, and Repair/ Service.
- 8.) All estimates are estimated, not exact, final amounts. Estimates can fluctuate 20% to the final cost and supply amount.
- 9.) A down payment or prepayment is required within 7 days of given Estimate (Proposed order) to assure availability with our company. If terms are granted customer is responsible to pay accordingly. No refunds will be issued on custom supply orders. We cannot resell unwanted custom supply if Installation is cancelled.
- 10.) Customer shall pay the contract price plus such additions thereto which may be agreed upon or chargeable pursuant to the terms and conditions hereof. If the balance due is not paid within the time specified herein or where not specified within 30 days of billing, and amount equal to 1.5% (18% annually) of the outstanding balance shall be added to the balance every 30 days

thereafter until final payment is made by Customer. A service charge of \$25.00 will be applied to all returned checks. We accept cash, checks, money orders and credit cards. Mailing any cash through the mail is not allowed or ever encouraged.

- 11.) Customer must call CLP when they would like CLP to remove their lights. The remove after date on this contract is only an estimated time when the customer may want their lights removed. Because we may experience a heavy volume of removals, we will try to remove the lights as soon as possible. It can sometimes take weeks, or even months, depending on the weather, ice and snow melting on installation area.
- 12.) All of our commercial grade products such as clips, wire and bulbs are for seasonal use. We do not recommend any of our products be used for permanent applications. We recommend leaving your lights up no more than 90 days or our recommended removal date. We do believe there is a risk of temporary lighting falling down and wearing down if left up longer than 90 days. Leaving temporary lighting up permanently can also be a code violation in certain cities or towns.
- 13.) There is no warranty on Christmas lights that are sold for outdoors after they are installed. All lights will be turned on for at least 30 minutes after installation to make sure they work. We have no control over weather conditions which can sometimes cause damage to the lights and decorations. Snow, ice, winds, animals and human tampering are the causes of damaged lights. Customer may not adjust, tamper or connect anything to any lights and decorations that CLP install or sell without written permission from CLP.
- 14.) There is a \$70.00 minimum charge for any service/repair requested by customer. The minimum charge does not include the supply, removal, or installation cost of the repair. The finished repairs must be inspected by the customer. All the lights must be on for at least 10 minutes and a complete walk through inspection should occur. The customer must come out and make sure the repair was fixed. If the customer is not present on a repair, they must do their inspection that same day when they get home. If not then they will be charged for CLP to come out again on that repair. If the customer is not satisfied with that repair then the customer must call that same day when they do their walk through inspection. CLP guarantees to send a repairman out within 1 to 72 hours of customer request, weather permitting.
- 15.) Customer assumes all risk for personal injury, death and property damage arising out of or incidental to the use or operation of Christmas lights and décor and hereby indemnifies, defends, and saves CLP, its agents, servants, employees or subcontractors.
- 16.) All clips are temporary and remove easily. We do sometimes though have to use staples, liquid nails, or screws and they may leave minimal damage that can only be seen up close. We may have to use an exterior GeoCell glue to apply clips.
- 17.) You assume all risks inherent in the operation and use of the rented items by you and anyone else. You agree to assume the entire responsibility for the defense of, and to pay, indemnify, and hold Us harmless from and release Us from any and all claims for damage to property or bodily injury (including death) or for the loss of time or inconvenience resulting from the use, operation, or your possession of rented items, irrespective of any cause claimed or found other than Our gross negligence.
- 18.) In the event any bulbs need to be replaced it is the customer's responsibility to either call CLP and request a repair or replace them at their own risk. Spare bulbs can be provided at customer's request. A repair charge will apply on all repairs.
- 19.) Customer shall provide sufficient unobstructed clean space suitable for the installation of the Holiday/ Christmas Lighting together with adequate vehicle access thereto. CLP shall be paid waiting time at the labor rate of \$45.00 per man per each hour and fraction thereof that CLP

employees are delayed in the performance of their work because of the failure of Customer to comply with the provisions of this paragraph.

- 20.) CLP, at its sole discretion, is excused from the performance of this agreement if such nonperformance is caused in whole or in part by the elements, disturbances of nature, fire, theft, vandalism or act or failure to act of any governmental authority.
- 21.) CLP shall not be held responsible for any theft, vandalism, and other damage to supplies on installation site.
- 22.) Customer hereby warrants that it has had an opportunity to inspect the installation site once completed, and that all property is in satisfactory condition with any exceptions in writing attached hereto.
- 23.) If the Customer shall default in any payment hereunder or otherwise breach any of the terms or conditions hereof or if any execution or other writ or process of law shall be issued in any action issued against the Customer, whereby the said leased property may be taken or detained or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Customer, or Customer's property or if the Customer shall enter into any agreement or composition with creditors or if CLP shall deem itself insecure CLP may immediately take repossession of the equipment without any court order or other process of law and may enter upon any premises where the said equipment may be and remove the same with or without notice of its intentions to do so without liability to CLP. Failure by CLP to exercise any of its rights upon default shall not constitute a waiver of such default or a waiver of any of its remedies available under the law to CLP. Customer does not acquire any right, title or interest of CLP property.
- 24.) Once any installation is complete by CLP, it is not to be moved to another location or to be taken down by the Customer without written consent of CLP.
- 25.) Unused, custom product cannot be returned. No refunds will be issued on unused custom supply.