

LIGHT UP YOUR HOLIDAYS - CLIENT TERMS OF AGREEMENT

This agreement between ("Client") and "Light Up Your Holidays" or 'LUYH' ("Contractor") with a mailing address of 4850 N. Broadway #408036, Chicago, Illinois 60640 both hereafter collectively referred to as the "Parties". WHEREAS, Contractor agrees to provide the décor, parts and/or materials (hereinafter the "Goods") and to install, service, remove ("Installation Services") same according to the specifications and other provisions of this Agreement. The property in which installation, maintenance and removal services will be applied the specified address on client contract (hereinafter referred to as "Site") and which property is represented to LUYH as that being owned by Client.

Your 3-year holiday lighting contract locks in your holiday contract price for 3 years assuming the scope and product specs remain the same. This one-time 3-year agreement reduces annual paperwork and allows us to plan and schedule installations efficiently for superior customer services. After the 3rd years the contract will be reviewed and necessary price increases will be made based on inflation, foliage growth and design changes and upgrades. There is no penalty if you should need to cancel this agreement before the 3-years conclude due to a move or unforeseen circumstances. Your down payment indicates that you agree with the client terms. Client agrees to pay the LUYH charges for installation services and product rental price for the Goods. The contract details the Goods and labor furnished. Generally, Goods include extension cords, connectors and commercial grade mini-Italian lights, and LEDs, LightLinks, C9/C7, etc.. All Goods will be applied, installed, connected, erected, used and cleaned in accordance with the instructions of the applicable manufacturer. Client understands and agrees that Contractor will use all necessary applications to apply to said Goods, including but not limited to, tucking in vinyl siding, hot glue clear clips to brick, drill anchors/screws into grouts and 3/8" staples on fascia or wood trim unless otherwise specified. The staples, screws and anchors will remain in the home. As many staples as possible will be removed the following year upon installation. NOW, THEREFORE, in consideration of the mutual promises set forth herein including the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Contractor responsibilities: Contractor will deliver Goods to Site and install, maintain and remove Goods for 3 "Holiday Seasons" starting on the date of this agreement (hereinafter "Term"). With this 3 year contract, a discount is applied (see contract) if payment is received per contract agreement. Decor install occurs in up to 3 phases; Oct. 1 we begin outlining homes. Mid-Oct. we begin to decorate trees & bushes. Garland, wreaths, and other décor are installed starting Nov. 1 to ensure that your décor is up by Thanksgiving or by your custom install date. The timer(s) will be plugged in and set to turn on at 4pm and off at midnight. PLEASE PLUG THE EXTENSION CORD INTO THE TIMER TO TEXT YOUR INSTALLATION FOR APPROVAL WITHIN 48 HOURS AFTER FINAL INSTALLATION. We will assume that you have approved your décor unless we hear from you within that time period. For your convenience you may turn your lights on permanently as you wish by simply plugging the extension cord into the timer and checking that time is set for the current time of day so lights turn on at 4pm and off at midnight. Contractor will maintain satisfactory insurance to cover the liability of contractor and any Agent for personal injury, death, property damage, and workers' compensation. If trees, shrubs or any foliage or property that we decorate per the agreed upon contract is damaged due to ice, rain, snow or standard install/removal procedure LUYH is not held liable. **Payment & Fees for Services:** The total Agreement price for Installation Services and Rental Goods is indicated in the Client Contract. Client payment indicates that client agrees to their Contract and Client Agreement found online (www.lightupyourholidays.com/ca). Your payment is nonrefundable 5 days after the check date as you will be in our install schedule and your décor will be serviced and set aside for install. Your LED rental upgrade cost is based on the specific number of LED lights to be installed on your foliage per your contract. This price may be adjusted each year based on foliage growth. If more LED lights are desired the price in the contract will be adjusted accordingly. Purchased decor will be upgraded to LED at no cost to the client as long as we install your décor. If you should choose to terminate our services and request the return of your product client shall be billed the current retail value of the LED product. Your down-payment indicates that you approve of your contract and this client agreement. Contract payment will be considered past due 10 days following the final decor install and thereafter a 7% interest will apply to the balance per month. We reserve the right to remove your holiday lighting if we are not paid in full by Dec. 15. The total payment assumes sound existing points of attachments to the structure; and sufficient power otherwise, the price shall be adjusted for increased cost. **Subsequent Terms.** This Agreement shall automatically renew annually for Term and upon receipt of client down payment unless specified elsewhere in this Agreement. **Late Installation.** Additional fees are apply for installation service of rooflines installed after Oct. 31 and for installation of decor after Nov. 30; otherwise, no specific installation dates are scheduled. **Accelerated Payment.** In cases where Client requests change to the Contract with respect to installation, scope, placement scheme, design selection, Goods or colors after down payment has been made, Contractor will accelerate the full balance under the Agreement to be paid immediately and prior to Contractor's further performance. Modifications in Contract will be reflected in the invoice. Credits, if any, shall only then be deducted from the final balance. **Maintenance Service.** This service is complimentary upon final payment and applies only to the scope of the installation and issues due to Contractor installation defects. Where Goods require replacement or repair due to vandalism, animals or Force Majeure the rate for such maintenance is \$95.00-250 hr. depending on location with one hour minimum plus cost to repair or replace the Good(s). **Removal Service.** Removal services begin Jan. 1, weather permitting. This service is complimentary and no appointment is necessary. All removal requests must be submitted by Dec. 15 for Contractor to honor the request. For a date specific removal date a service fee of \$250-\$950 will be added to your contract to be paid upon complete installation of your décor. A later custom removal date request beyond Jan 20, will accrue a \$350+ fee for such services. **Collection.** If Client fails to pay the full balance as required herein, Contractor shall be entitled to recover their legal fees and costs including reasonable attorneys' fees in connection with collecting, arbitrating, obtaining judgment on an arbitration award or otherwise pursuing Client for collection. In addition, failure of Client to fully pay all fees by Dec. 15, shall be deemed a material breach of this Agreement and shall justify immediate removal of all Goods at Site and a Lien will be placed on the property. **Termination for Cause.** Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of any of its representations, warranties, obligations or agreements hereunder of the other party, if such breach remains uncured for 10 days following written notice to the breaching party, unless

where specifically specified in the Agreement. As of this season we are upgrading all décor to LED lights without charge. We no longer support incandescent lights unless indicated in client contact. LUYH retains ownership of all upgraded LED décor unless LED upgrade was paid for by the client. LUYH is not responsible for delivering goods/décor upon termination. Termination for Bankruptcy. Either party may terminate this Agreement if i) the other becomes insolvent or ii) makes an assignment for the benefit of creditors, iii) files or has filed against it a petition in bankruptcy or seeking reorganization, iv) has a receiver appointed, or v) institutes any proceedings for the liquidation or winding up. Termination for relocation is acceptable.

Warranties & Representations: Client represents and warrants that Client has the power and authority to enter into this Agreement. Client further represents and warrants that performance of this Contract by Contractor and its Agents will not violate any existing real property easements, covenants, or rights of third parties holding an interest in the real property upon which services are being rendered. Contractor Warranty & Representations.

CONTRACTOR WARRANTS THE INSTALLATION SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER PER INDUSTRY STANDARDS. CONTRACTOR'S WARRANTY FOR INSTALLATION SERVICES SHALL EXTEND FOR A PERIOD OF TERM. CLIENT MUST GIVE CONTRACTOR'S TIMELY WRITTEN NOTICE OF ANY WARRANTY CLAIM RELATING TO INSTALLATION SERVICES. TO THE EXTENT PERMITTED BY LAW, CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY OTHER WARRANTY EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THE GOODS. ANY AND ALL GOODS NOT INSTALLED BY CONTRACTOR AND/OR GOODS THAT HAVE BEEN ALTERED OR TAMPERED WITH ARE EXCLUDED FROM CONTRACTOR'S INSTALLATION WARRANTY AND CLIENT IS SOLELY RESPONSIBLE FOR MAINTENANCE OF SAME.

Limitation on Contractor's Liability: CLIENT AGREES ITS SOLE AND EXCLUSIVE REMEDY AGAINST CONTRACTOR AND AGENTS FOR DAMAGES IS REINSTALLATION OF THE GOODS IN A GOOD AND WORKMANLIKE MANNER PER INDUSTRY STANDARDS, INCLUDING THE REPAIR OR REPLACEMENT OF ANY GOODS TO THE EXTENT REASONABLY NECESSARY TO CORRECT THE DEFECTIVE INSTALLATION SERVICES. CONTRACTOR IS NOT LIABLE FOR ANY STRUCTURAL DAMAGE OR OTHERWISE TO THE SITE FOR PROVIDING SERVICES HEREIN. CLIENT SHALL HAVE NO OTHER REMEDY AGAINST CONTRACTOR OR AGENTS FOR LOSS OR DAMAGES, INCLUDING WITHOUT LIMITATION, REMEDY FOR LOSS OR DAMAGE WHICH HAS NOT BEEN REASONABLY MITIGATED, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, AND CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE SERVICES.

Miscellaneous: Arbitration. All claims, disputes and other matters in question arising out of, or relating to, this agreement or the breach of it except for claims which have been waived by the making or acceptance of final payment as provided by Section entitled "Payment & Fees for Services", will be decided by arbitration in Illinois in accordance with the Arbitration Rules of the American Arbitration Association then in force. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction in Cook County, Illinois. **Entire Agreement & Modifications.** This Agreement and attached Contract may be modified only by the mutual written consent of both Parties. This Agreement sets forth the entire agreement between Client and Contractor concerning the sale or rental of Goods and Installation Services and replaces and supersedes all prior agreements and understandings relating thereto, both oral and written. **Force Majeure.** Contractor will not be liable for nor be considered to be in breach of or in default under this Agreement on account of, any delay or failure to perform this Agreement as a result of any causes or conditions that are beyond such Contractor's reasonable control, including but not limited to, weather, wildlife, power shortages, defective ground fault plugs, floods, accidental tripping of cords, fires, earthquakes, swelling of the ground, unauthorized additions to the system or other acts of the elements; from strikes, fires, acts of other contractors, governmental controls, or acts of God; or from any other accidental or natural causes beyond its control and inability to obtain the goods or from material or labor shortages or other conditions. If any said event occurs, Contractor will give Client prompt notice of such and will use commercially reasonable efforts to minimize the impact of the event. **Notice Address.** Notices shall be deemed given as of receipt as shown by the records of FedEx, UPS, registered US Mail, or other courier service, or fax with a confirmation notice. If properly addressed as first set forth above, either party may change their address by notice in compliance with this section. Notices under this Agreement shall be made in writing and delivered by such means as will establish a record of its delivery and receipt. Notices shall be addressed to the Parties as set forth in the first paragraph of this Agreement.

Severability. If any part of this Agreement shall be deemed invalid, void or for any reason unenforceable, then that term shall be deemed severable from all other provisions and shall not affect the validity and enforceability of the balance of the Agreement. A waiver by either of the parties hereto of any of the covenants to be performed by other party shall not be construed to be a waiver of any succeeding breach thereof or of any covenant hereof contained. **Publicity.** I represent I am owner of the Site in which I am engaging the services of Contractor. I hereby give Contractor and assigns world-wide permission in perpetuity to use the images depicting the Site in any media for promotional purposes. This permission is irrevocable and non-exclusive. **Headings.** Headings are for convenience only and do not define, limit or affect the construction or interpretation of this Agreement. **Integration.** This Agreement revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement. **Assignment.** Contractor reserves the right to assign its rights and obligations under this Agreement to a qualified third party designated by Contractor. In the event of such an assignment, Client agrees to look solely to third party assignee for performance under this Agreement.

Client: Signature: _____ **Date:** _____ **Print Last Name:** _____