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Clean and Clear - Christmas Light Service Agreement 2020-2021

Terms and Agreements:

Clean and Clear (Vendor) agrees to perform agreed upon [Christmas Light Installation](#) for its Client

Scope of Work to be Completed:

Clean and Clear is leasing the lights to the customer and will provide installation (labor and materials), maintenance through the season, removal and storage of the lights. The lights will be removed in January unless a prior agreement has been reached and included in this document.

Clean and Clear will provide Premium Grade LED lights.

Customer Responsibility:

The scope section above serves to prevent any errors on installation including but not limited to:

- Installing undesired colors
- Installation on incorrect areas
- Installing undesired bulb sizes or styles

Clean and Clear will guarantee installation according to the above-mentioned scope.

It is the customer's responsibility to review the scope and provide either acceptance or corrections as necessary. **Failure of the customer to properly review the mentioned scope could result in the customer receiving less than desired results.** The customer will be responsible for any additional labor and material cost should they decide to change the scope post-installation.

Please check with us if you have any questions. We'd certainly like to prevent any issues prior to installation.

Lease Terms:

All bids are made under the assumption that adequate power supplies and receptacles are available. Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights.

Lease Maintenance Program:

The Clean and Clear standard maintenance program is included in this agreement which covers any issues that are strictly related to the quality of the installation. Any issues unrelated to the quality of installation will not be covered, this includes but is not limited to: extreme weather conditions (blizzards, wind exceeding 10mph, etc) animals chewing through wires, Customer adding to the lights and resulting in blown fuses or other issues, damage caused by homeowner or their “guests” or other contractors. Customer is responsible for the cost of replacing any damaged materials.

Payments:

A deposit of 50% must be received before work will begin. The full amount for product (lighting and accessories), installation and removal must be paid in full upon completion of the installation.

The customer acknowledges that Clean and Clear fills their schedule well in advance. The down-payment books your spot on our calendar and is non-refundable.

**If payment is late or past due, service will be discontinued until payment in full is received by Clean and Clear. If payment is declined or checks returned there will be a \$35.00 processing fee applied.

**We accept checks, debit, Visa, Master Card, American Express and Discover.

**Payment arrangements can be made by contacting the office.

**Invoices will be sent via email

Ownership:

The customer understands that [Clean and Clear](#) is leasing the lights to the customer. Clean and Clear maintains full ownership of all products and materials including but not limited to: extension cords, bulbs, timers, lights, etc.

Hours/ Dates of Operation:

Clean and Clear will be closed November 26th, December 24th-26th, the 31st and on January 1st. If services are desired during these times, you must notify us in advance. An additional agreed upon fee will be applied if service is requested during these times.

Alterations: The customer is not allowed to make permanent alterations to the lights unless granted express written permission. In the event, the customer makes changes that have not been

approved, they will be liable for the cost of the product. These alterations include but are not limited to: cutting wires, damaging product, etc.

Photo Authorization

The customer agrees and authorizes Clean and Clear to use any photos taken in any and all advertising and business-related materials.

Limits of Liability:

Although Clean and Clear will exercise reasonable care in performing services under this Contract, Clean and Clear will not be liable for injuries or damage to persons, property, birds, animals or vegetation, except those damages resulting from gross negligence by Clean and Clear. Clean and Clear is not liable for preexisting damage.

Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. Clean and Clear assumes no liability with any electrical issues or damage to the home. Clean and Clear uses LED lights which greatly reduce any risk.

Clean and Clear is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God and will make efforts to replace any damaged product for an additional charge.

No warranty or complimentary repair service is expressed or implied, unless noted in writing in this agreement. Clean and Clear will replace any malfunctioning product, but does not guarantee that each individual bulb will light for the entire installation period.

If a maintenance program is included in this agreement (to be clearly listed under the "Scope Section," issues that are unrelated to the product installed do not fall under this maintenance program. This includes but is not limited to: animals chewing through wires, customer additions to the lights that results in blown fuses or other issues, damage caused by homeowners or other contractors.

Termination:

Contractors liability under this Contract will terminate and Clean and Clear will be excused from the performance of any obligations under this Contract should Clean and Clear be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond Clean and Clear's control, including, but not limited to, death, acts of war, whether declared or undeclared, acts of any duly constituted government authority, acts of God, or refusal of Customer to allow Clean and Clear access to the property or carrying out the terms and conditions of this Contract.

Cancellation Policy:

If unforeseen circumstances (not limited to the above mentioned description in the "Termination"

section), prevents Clean and Clear from fulfilling their contractual obligations, Clean and Clear will reimburse the homeowner for the remaining balance paid.

In the event of cancellation, Clean and Clear will not be liable for additional expenses to the homeowner including but not limited to service costs incurred in hiring another light installation company.

Please contact Clean and Clear with any questions about anything. These options are in place in an attempt to make things transparent and easy to understand. If anything is confusing, be sure to contact Clean and Clear to verify you understand everything.

Assent To Service Agreement:

This document (Clean and Clear - Christmas Light Service Agreement 2020-2021), together with any attachment(s), if any, sets forth the terms and conditions of service between Clean and Clear Inc. and you, and supersedes all other prior or contemporaneous oral or written agreements and understandings.

No oral or other written statements should be construed or relied upon by you as a waiver, modification, or amendment of these terms and conditions of service. No Clean and Clear Inc. service technician or other service provider has the authority to waive, modify, or amend these terms or conditions. If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract will remain in full force and effect.

Your use of the Services constitutes your agreement to the terms of this Agreement and you acknowledge, and assent that all Clean and Clear Inc. products and services ("**Services**") are exclusively offered, purchased, and provided subject to these terms and conditions of service. You further acknowledge that Clean and Clear Inc. does not and would not offer, sell, or agree to provide any service(s) without your assent to these terms.

By utilizing Clean and Clear Inc. products and services, I, the Client, certify that I have read and fully understand the provisions on the front and back of this Agreement with all its terms and conditions without limitation, and it being specifically understood that Clean and Clear Inc. Services and the undersigned are bound only by the terms and conditions of this Agreement and not by any other representations oral or otherwise.