

**First Response Lawn Care (FRLC)
Lighting/ Decoration
Policies, Terms, and Conditions**



Newly Purchased Decorations (New Decor)

We guarantee the quality of our workmanship for a period of one season. Should you have any problems with your new lights or decorations, we want to correct them as soon as possible. Except for icicle lights, we offer one (1) free bulb(s) OR timer replacement service, at no charge, on all New Décor (see Service Policy section for further service requests). We recommend that you turn your lights on for several hours over the first three to four evenings to test your lighting program. This will allow us to make corrections and bulb replacements as soon as possible in order to maximize your enjoyment of your decorations. Repairs needed due to vandalism, neglect, or extraordinary weather conditions are not warranted and will be billed accordingly.

Removal of Decorations

Takedowns will be scheduled in a timeframe that is most efficient for FRLC. This will most likely, but is not guaranteed, to take place sometime before January 21 following the holiday season. We will leave the lights in the container/bin provided by customer that you will keep until the following year.

Service Policy & Billing Errors

All decorations will be installed in working order. Quality of workmanship is guaranteed for a period of one season for both new and existing customers. As outlined above, one free bulb(s) (icicle lights excluded) OR timer replacement will be provided for all New Décor. Other bulb/light set replacements or service work, including ANY (first-time included) replacements or service work for customers who provided their own décor, will be subject to a service call (\$35 minimum charge). If we are servicing a client that has provided their own lights or a client out of there 3 yr warranty materials required as a result of these additional service calls will be billed in addition. Upon completion customers are expected to perform their own visual appearance inspection and have 72 hours to report any problems or dissatisfaction. Visual appearance includes, but is not limited to, cord-hiding/placement, timer/bulb functionality, materials used, work done meeting customer's expectations, and work-site cleanup. Except for the one free bulb(s) (icicle lights excluded) OR timer replacement for New Décor specified above, any service requests related to problems of this nature made to FRLC following this signature approval will be subject to the service call charge. Customer has 72 hours to report any problems of this nature to FRLC without incurring the service call charge. Unless caused by vandalism, neglect, or extreme weather conditions, and unless icicle lights are the décor in question, FRLC will provide free service calls for the following: lights falling off roof and/or entire strings of lights gone out because of a blown light string fuse (if timer is determined to be the problem, service policy for replacing timer applies; if non-functioning electrical outlet is determined to be the problem, customer is responsible for that repair and will be subject to the service call charge if FRLC is requested to arrive on-site to diagnose this problem). FRLC cannot warranty service work created by customer adding decorations to those installed by FRLC. There is to be no additions to timers or extension cords. Repairs needed due to vandalism, neglect, or extraordinary weather conditions are not warranted and will be billed accordingly. In the event that you have a question concerning any billing, contact our office within 7 days, or we will assume that all billing is correct.

Out of Warranty or Non-FRLC Product Repair Policy

For all clients that have FRLC work with lights not purchased from FRLC or clients who's lights have fallen out of warranty: FRLC will replace all non-functioning bulbs (C-9 and/or C-7) and/or miniature light sets will be replaced and billed, to the client, in addition to the normal cost of the installation.

FRLC Limited 3-year Warranty Policies

FRLC's limited 3 yr warranty protects our clients from having to worry about buying new lights year in and year out. (Icicles light do not carry a 3 year warranty) The warranty covers lights that are defective due to manufacture error. It also protects against lights that are damaged during removal. All damage incurred from extreme weather, vandalism, neglect and natural wear and tear is not covered. Any product needing to be replaced that is under warranty will carry no cost to the client. However as our policy above states, each client receives one free repair call, after that we may charge clients a minimum of \$35 per service call.

Terms & Conditions

Jobs over \$1200 will require a non-refundable deposit of 25% of the gross cost of the job. Full payment for every item and service is due immediately following the receipt of the final invoice. In the event that the purchase price of each product, item and/or service is not paid in full one month after receiving the final invoice, late fees ranging from 5%-10% shall be assessed and due on the unpaid balance from the due date until payment is received in full by FRLC and credited to the purchaser's account. Payments received will be applied first to any outstanding late fees and the remainder to the unpaid balance on the account. In the event the purchaser fails to make payments as required, the account may be considered by FRLC to be in default and the purchaser shall be responsible for costs of collections, including reasonable attorney's fees, as allowed by law. FRLC reserves the right to decline any service to be performed or reimbursing a customer for payment received for said service. FRLC can provide estimated dates for installations and takedowns, but these dates cannot be guaranteed. SEE BELOW SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF SERVICE INCLUDING BHL WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES.

Limited Warranty and Limitation of Liability and Remedies

Seller warrants title of materials provided by FRLC. There is no other warranty or responsibility of any kind, expressed or implied, concerning the goods or services INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE GOODS OR SERVICE FOR ANY PARTICULAR PURPOSE, AND NO SUCH WARRANTIES SHALL BE IMPLIED BY LAW. No liability hereunder shall be asserted unless, any loss, damage, injury, or other claim is reported to the seller in writing within thirty days after discovery and failure to give notice of any claim within such period shall constitute an absolute and unconditional waiver of such claim. THE EXCLUSIVE REMEDY AGAINST THE SELLER FOR ANY CAUSE OF ACTION IS A CLAIM FOR DAMAGES AND IN NO EVENT SHALL DAMAGES OR THE RECOVERY OF ANY KIND AGAINST SELLER EXCEED THE PRICE OF THE SPECIFIC GOODS OR SERVICES WHICH CAUSED THE ALLEGED LOSS, DAMAGE, INJURY, OR OTHER CLAIM. SELLER SHALL NOT BE LIABLE AND ALL CLAIMS AGAINST SELLER ARE WAIVED FOR SPECIAL, DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, CROP OR PROPERTY LOSS OR DAMAGE, LABOR CHARGES AND FREIGHT CHARGES, WHETHER OR NOT BASED ON THE SELLERS NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, OR ANY OTHER CAUSE OF ACTION.