

# Contract Clauses for Houston Luxury Lighting

- 1.) **Payments clause** - 50% Down payment is required to schedule your installation, the final 50% is due at installation. If the final payment is not taken in full at time and day of installation for any reason your lighting or mosquito system will not be activated until the final payment has cleared in our banking system. 3 days grace will be given from day of installation for final payment. Final payments cannot be sent via mail, but must be given in person, or dropped off at our office. 3 days defined: 3 full days, at midnight of the 3<sup>rd</sup> day your grace period will end. After the 3<sup>rd</sup> day 6% interest will be added each day at midnight until the full amount due plus accrued interest is paid in full. If you are past your 3<sup>rd</sup> day, and interest has been added to your account, final payment can only be taken in cash, no checks, money orders or credit/debit cards. At any point after midnight of your 3<sup>rd</sup> grace period you are automatically in repossession stage of collections, further defined in clause 2.
- 2.) **Repossession clause** - After midnight of the 3<sup>rd</sup> day after installation you will accrue interest as defined in clause 1, and Houston Luxury Lighting now reserves the right to repossess your entire system in full for lack of payment. Houston Luxury Lighting reserves the right given by signature of these terms to repossess your system at any point in time. By signing these terms you are giving Houston Luxury Lighting staff or representatives of Houston Luxury Lighting permission to come onto and into your property legally without legal recourse and take off of your property the items in full for which you have not paid. If repossession occurs you are forfeiting your entire deposit which will be applied towards labor to install your system. Note that 50% of your total bill is labor, and 50% of your total bill is materials. If repossession occurs your account will be charged an automatic \$500 fee. At this point your entire final payment plus accrued interest plus the \$500 repossession fee will need to be paid in order to have your system re-installed. Note that at this point payments can only be made in cash, and not by mail.
- 3.) **Damages to property clause** - If damages are caused to your property Houston Luxury Lighting will take full responsibility and fix said damages at house, or hire a professional company to do said repairs. If damage claims are made, they must be made within 3 days of your install or it will be considered to be a fraudulent claim and you are forfeiting your legal right to take actions against Houston Luxury Lighting. Additionally you are not allowed to hire another company to fix damages without written consent of the owner of Houston Luxury Lighting, Aaron Perrin. If damages are caused by staff of Houston Luxury Lighting within the 3 day allowed period your final bill still will need to be paid in order for Houston Luxury Lighting to begin repairs on your damages. Otherwise, actions to repair damages will not begin, and Clause 1, and 2 will immediately be enacted.
- 4.) **Maintenance clause** - If your installation has been complete, and you require simple maintenances on the installed system, the final payment must be received before we schedule the maintenance to be completed. Our systems come with factory warranties that need to be maintained every year. You are required to have at least one basic maintenance done each year, or Houston Luxury Lighting reserves the right to cancel your warranties. If you or any other person or company services our system we reserve the right to cancel your warranties.

- 5.) **Cancellation of contract clause** - If you cancel your contract at any time before day of installation, you will forfeit 50% of your deposit, and cancellations need to be in writing.
- 6.) **Legal action Clause** - If you decide to take legal action in any way for any reason against Houston Luxury Lighting, mediation must be taken first before any other legal action is taken. If mediation cannot come to an agreement, then legal action can be taken.
- 7.) **Online and public domain reviews clause** - By signing this document you are agreeing to not place any reviews, or writing of any kind that can be deemed negative against Houston Luxury Lighting for any reason. If you place an online review, or in any type of written materials and Houston Luxury Lighting asks you to remove the review, you are agreeing here and now that you will remove the writing or review completely or agree to pay a \$1,000 fine for the review, or Houston Luxury Lighting will reserve the right to come onto your property and remove \$1,000 worth of installed product at Houston Luxury Lighting costs. Once Houston Luxury Lighting provides written warning to remove the review, you will have 24 hours from time of warning to remove the review, or immediately the \$1,000 fine will be applied to your account.