

# Terms and Conditions for Houston Luxury Lighting

Updated 11.07.17

- **Payments clause –**
  - A 50% down payment may be required to schedule your installation. Final payment is due upon completion of services provided.
  - All payments may be accepted in the form of check, debit/credit card, cashier's check, or money order made out to Houston Luxury Lighting, LLC.
- **Late Payment clause -**
  - A 6% fee will be applied per day for interest and penalties on any outstanding balance for services provided.
  - Late payments will only be accepted in cashier's check or money order made out to Houston Luxury Lighting, LLC.
- **Repossession clause –**
  - Houston Luxury Lighting reserves the right given by customer signature of this document to repossess installed systems due to lack of payment.
  - 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 cashier's check or money order.
- **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 you forfeit your legal right to take actions against Houston Luxury Lighting. Additionally, if you hire another company to fix damages without written consent of the owner of Houston Luxury Lighting, Aaron Perrin, then you fully release Houston Luxury Lighting from all responsibility and you have no legal recourse against Houston Luxury Lighting.

- 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 for Houston Luxury Lighting to begin repairs on your damages.
- **Maintenance clause –**
  - If your installation has been complete, and you require a simple maintenance on the installed system, the final payment must be received before we will schedule the maintenance to be completed.
  - You are required to have at least one basic maintenance done each year, or Houston Luxury Lighting reserves the right to cancel your warranties. Our systems come with factory warranties that need to be maintained every year.
  - If you or any other person or company services our system, we reserve the right to cancel your warranties.
- **General Maintenance Will Include -**
  - Washing all fixtures
  - Burying exposed wires
  - Re-positioning of fixtures due to plant growth
  - Making system look as new as possible
  - Preventative maintenance
- **Cancellation of contract clause –**
  - If you cancel your contract at any time before day of installation, you will forfeit your deposit. If no deposit was obtained, then you will owe 50% of contracted price.
  - All cancellations must in writing.
- **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 further legal action can be taken.
  - Location of legal jurisdiction for any claim or mediation is to take place in Spring, Texas.
  - Whoever is ruled against in any legal proceeding or mediation is responsible for all court costs and legal fees.