

Customer Info		
<i>Last</i> Ma	<i>First</i> Breanna	
<i>Customer Address</i> 38 South Badger		
<i>City</i> Rolling Hills	<i>State</i> WY	<i>Zip</i> 82637
<i>Phone Number</i> (307) 315-5839	<i>Alt Phone Number</i>	
<i>Service Address</i> 38 South Badger		
<i>City</i> Rolling Hills	<i>State</i> WY	<i>Zip</i> 82637
<i>Contact</i> Breanna Ma		
<i>Phone Number</i> (307) 315-5839	<i>Alt Phone Number</i>	
<i>Email</i> bmainesrollinghills@gmail.com		



Customer Copy

Your Local Service Provider
Christmas Decor by Ellis Concrete
Don Ellis
PO Box 747
Lander, WY 82520
(307) 349-9715
christmasdecorbyellisconcrete@gmail.com

COMMERCIAL DECORATING SERVICE PROPOSAL

<i>Contact Date</i> 11/2/2023	<i>Appt Date</i> 11/3/2023	<i>Accepted Date</i>	<i>Accepted By</i>
<i>1st Install Date</i>	<i>2nd Install Date</i>	<i>Take Down Date</i>	

Park 2023

Included Items

Category	Item	Description	Map	Qty	Color Code	Level	Price Adj	Pricing
Tree/Shrub	T C9 24" Space	Tree 1		300	P	1	\$0.00	\$888.00
Tree/Shrub	T C9 24" Space	Tree 2		300	B	1	\$0.00	\$888.00
Tree/Shrub	T C9 24" Space	Tree 3 &4		600	RABG	1	\$0.00	\$1,776.00
Tree/Shrub	T C9 24" Space	Tree 5		300	RABG	1	\$0.00	\$888.00
Tree/Shrub	T C9 24" Space	Tree 6		200	RABG	1	\$0.00	\$592.00
Other	Lift Fee	Lift Fee				2	\$0.00	\$1,772.90
Electrical	Timer - Digital	Timer New				1	\$0.00	\$152.88
Other	Trip Charge \$75	Charge 2 trips				1	\$0.00	\$1,500.00
Notes							Subtotal	\$8,457.78
							Quote Discount	\$300.00
							Sales Tax	\$0.00
							Grand Total	\$8,157.78
							Deposit	\$4,078.89
							Remaining Balance	\$4,078.89

Christmas Decor Policies, Terms and Conditions

Christmas Decor's service is comprised of the design, installation, and takedown of holiday decorations. All lighting and decorations remain the property of the service provider. This is a service agreement only and no goods are being sold.

Lighting and Decorations:

Christmas Decor warrants the quality of our decorations and workmanship as provided below. Should you have any problems with the decorations, we want to correct them as soon as possible. We recommend that you turn the lights on for several hours over the first three to four evenings to test the lighting program. This will allow us to make corrections as soon as possible in order to maximize your enjoyment of the decorations. Repairs needed due to vandalism, extraordinary weather conditions, and customer added lights are not warranted and will be billed as additional services.

Maintenance:

Christmas Decor will gladly service any non-working decorations within reason. Individual bulbs will vary in length of operation and some will expire before others. We cannot reasonably change every bulb when it expires, however, we can perform service when several have expired.

Billing Issues and Quality of Service:

In the event that you have a question concerning our billing please contact our office within 30 days. Otherwise, we will assume that all billings are correct. Christmas Decor will provide quality workmanship and commercial-grade materials. However, we request that all questions regarding workmanship or materials must be addressed within 72 hours of the service, or before the next service is to be performed, whichever comes first.

Terms and Conditions:

A deposit may be required at the time your order is placed. Full payment for every item and service is due according to the invoice terms on the date of service. In the event payment is not made within terms on invoice, a time- price differential (FINANCE CHARGE) of 18% (eighteen percent) per annum, but in no event in excess of the maximum amount allowed at law, shall be assessed and due on the unpaid balance from the due date until payment is received in full by the Christmas Decor service provider. Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account. In the event the purchaser fails to make payments as required, your account shall be considered to be in default and the purchaser shall be responsible for costs of collection and reasonable attorneys fees, as allowed by law.

Incentive Discounts:

You may be eligible for one of our incentive programs. **Elf Dollar incentives** apply only to a renewal contract for the decorating season immediately following and shall not apply to reinstallation items but rather to add-on decor items or other holiday products offered by your service provider. Renewal contract must include at least 70% of the prior years service value for Elf Dollars to apply. Elf Dollars will continue to accrue if not used. **Multi-year incentives** apply when you initially contract for two or more years. Multi-year service contracts offer the best, locked rates. If you elect this option, this contract will apply to the following decorating season(s):

Initials _____

A customer is only eligible for one of these two incentive programs. The percentage discount for an incentive will be determined at the time a contract is executed and stated on the front page and applies only to pre-tax services. A **Prepay Incentive** is available if a percentage for a prepay incentive has been listed on the front of this form. To take advantage of this option, full payment must be received prior to the early installation incentive date expressed on the front of this proposal.

Installation and Removal:

Holiday decorations shall be installed and removed at your request if possible. Customers designating times are given priority based upon first-in-time notice. All services are subject to weather conditions and demand. The service provider retains sole discretion as to the timing of services and no breach occurs based on dates of services.

Limited Warranty and Limitation of Liability and Remedies:

BOTH PARTIES TO THIS CONTRACT AGREE THAT IN THE EVENT OF THE FAILURE OR MALFUNCTION OF THE LIGHTING AND/OR DECORATIONS PROVIDED, THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CUSTOMER SHALL BE THE REFUND OF THE COST OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE REPAIR OR REPLACEMENT OF THE LIGHTING AND/OR DECORATIONS, TO BE DETERMINED SOLELY AT THE DISCRETION OF THE SERVICE PROVIDER.

BOTH PARTIES AGREE THAT THE CHRISTMAS DECOR SERVICE PROVIDER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE CAUSED TO THE PROPERTY OF THE CUSTOMER BY ANY FAILURE OR MALFUNCTION OF THE LIGHTING AND DECORATIONS PROVIDED UNDER THIS AGREEMENT. SOME STATES MAY NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

BOTH PARTIES AGREE THAT ANY CLAIM BY THE CUSTOMER THAT THE WORKMANSHIP OR MATERIALS USED ARE DEFECTIVE OR NONCONFORMING MUST BE BROUGHT TO THE ATTENTION OF THE CHRISTMAS DECOR SERVICE PROVIDER IN WRITING WITHIN 72 HOURS OF THE SERVICE AND FAILURE TO DO SO RESULTS IN A COMPLETE AND FINAL WAIVER OF ALL CLAIMS.

Arbitration:

ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN THE PARTIES SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH STATE LAW WHERE THE SERVICE PROVIDER IS LOCATED. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON ALL PARTIES, AND JUDGMENT MAY BE ENTERED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF THE SERVICE PROVIDER WHERE ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED THROUGH THE DISPUTE RESOLUTION CENTER, OR ITS SUCCESSOR.

I have read, understand and agree to the above policies, terms, and conditions. Customer has the right to rescind this contract by giving written notice to the service provider within three days from the date below.

Customer:_____

Date: _____



Breanna Ma - Park 2023 (in-creation)

Pricing: \$8,157.78

Notes:

Tree 1 \$888.00



Breanna Ma - Park 2023 (in-creation)

Pricing: \$8,157.78

Notes:

Tree 2

\$888.00



Breanna Ma - Park 2023 (in-creation)

Pricing: \$8,157.78

Notes:

Trees 3&4 \$1776.00



Breanna Ma - Park 2023 (in-creation)

Pricing: \$8,157.78

Notes:

Tree 5 \$888.00



Breanna Ma - Park 2023 (in-creation)

Pricing: \$8,157.78

Notes:

Tree 6 \$592.00