



# Lang Lighting and Decor LLC

441 Glacier Moraine Drive | Unit 24 | Stoughton, WI 53589  
 16084467541 | info@langlightingllc.com | www.langlightingllc.com

**RECIPIENT:**

**Village of Roscoe**  
 10631 MAIN STREET  
 PO BOX 283  
 Roscoe, IL 61073

Estimate #2384	
Sent on	Nov 15, 2024
<b>Total</b>	<b>\$12,449.00</b>

Product/Service	Description	Total
Pine Tree (C7 Bulbs) - Large One	Decorated with C7 bulbs. *Picture for illustration purposes only.	\$7,000.00
Pine Tree (C7 Bulbs) - Smaller Tree	Decorated with C7 bulbs. *Picture for illustration purposes only.	\$4,000.00
20-4' Christmas Trees		\$800.00

**A deposit of \$6,224.50 will be required to get you on the schedule.**

**TERMS AND CONDITIONS**

All seasonal holiday lighting is owned and rented through Lang Lighting and Decor LLC.

Cost. The cost of the Services as indicated on the invoice includes tax.

Initial Deposit. Customer agrees to pay 50% of the total cost upon booking the Services. Customer's installation is not secured until Lang receives this initial deposit.

Installation Deposit. Customer agrees to pay the remaining 50% within fourteen days of installation. Failure to pay the remaining 50% within this timeline will result in Lang removing all lighting and decor.

Payment. Lang accepts payment via credit card, cash or via check made out to "Lang Lighting and Decor, LLC."

<b>Subtotal</b>	\$11,800.00
<b>Dane County Sales Tax (5.5%)</b>	\$649.00
<b>Total</b>	<b>\$12,449.00</b>



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### Notes Continued...

**Services outside of Scope.** Any services not already contemplated and described in "Services," above, will be billed at Lang's hourly rate of \$100 per hour plus the cost of supplies and materials. In the event of such Services outside of Scope, Lang will invoice Customer, and the invoice must be paid within fifteen days of receipt. Interest in the amount of 1% per month, or 12% annually will be assessed.

**Cancellation.**

**By Lang.** If Lang cannot perform under this Agreement for reasons due to weather, unsafe conditions, public health emergency, pandemic, fire or other casualty, transportation issues, technical problems, illness, injury, family emergency, weather or other cause beyond the control of Lang, Lang shall return the full amount paid to Customer but shall have no further liability with respect to the Agreement.

**By Customer.** Customer may cancel this agreement at any time, and Lang will cease providing services for Customer. If Customer cancels, Customer will forfeit the Initial Deposit.

**Scheduling.** Customer understands that Lang's schedule fills months to years ahead of time, that the installation and removal of the lighting and decor is dependent on a variety of factors such as weather and location, and that Lang will work with Customer to determine the preferred time for installation and removal, but cannot make any guarantees of particular time frames. In the event Customer has a specific date required for installation or take down, Customer agrees to communicate such date with Lang.

**Space Preparation.** Customer understands that in order to install the requested lighting, Lang needs reasonable access to all areas for which lighting is to be installed, and Customer agrees to clear any furniture, debris, vehicles, tools or other items before Lang begins installation.

**Purchased Property.** In the event Customer is purchasing lighting and decor items to be installed, Customer agrees to the following:

**Customer Property.** Lang agrees to provide to Customer a list, upon request of all lighting and decor items ("Customer Property") owned by Customer.

**Storage.** Lang agrees to store all Customer Property when not being used by Customer, for a period of one year after the Removal Date. If Customer either declines to sign a contract for an additional install within a one-year time period from the Removal Date, or fails to pick up their property within one-year from the Removal Date, the property shall become Lang Property.

**Warranty.** Any warranty attached to a product will be transferred to the Customer, so long as the Customer continues to use Lang each year. By way of example, where lighting product has a one-year warranty, if a light were to go out within that one year, Lang would replace that product. Customer would be responsible for labor costs. In the event Customer elects not to use Lang for any given year, any and all warranties shall terminate.

**Leased Property.** In the event Customer leases lighting and decor items from Lang, Customer agrees to the following:

**Lang Property.** Customer understands that leased lighting and decor items (together "Lang Property") belongs to Lang. Customer agrees to treat Lang Property with the care that Customer would treat one's own property.

**Replacement Fee.** In the event any Lang Property is damaged or lost due to human activity, animals, vandalism, extreme weather conditions, natural disaster or other reason, Customer agrees to pay Lang an amount equal to the replacement cost of the Lang Property.

**Customer Responsibilities and Agreements.**

**Sufficient Electrical.** Customer agrees to provide adequate GFCI electrical outlets.

**Adjustments.** Customer agrees not to plug additional electrical elements into or otherwise adjust or manipulate the Lang Property or Customer Property without consultation with and approval from Lang.

**Fuse Box.** Customer understands that on rare occasions, in installing lights on Customer's property, a fuse may offset, needing to be reset. Customer understands that it is the Customer's responsibility to reset the fuse at the fuse box, and that Lang will have no interaction with a Customer's fuse box.

**Limitation of Liability.** Customer agrees that Lang, its owners, affiliates, partners and employees (together, "Lang") shall not be responsible for any negligence on behalf of Lang, any defective Lang Products or any injury, including without limitation electric shock, or any type of damage including without limitation scuff marks, scratches or dents that occurs to Customer or Customer's property while using Lang Products. Customer agrees to waive any claims, demands or causes of action against Lang with respect to the foregoing. Customer agrees that any recovery under this Agreement will be limited to the total amount paid to Lang.

**Entire Agreement.** This Agreement is the final, complete and exclusive Agreement of the Parties, and notwithstanding Section 12 of this Agreement, no other language, including emails, text messages, information on langlightingllc.com or any other website or social media platform is part of this Agreement, and further this Agreement overrides any previously entered into agreements between the same parties regarding the same or similar services.

**Modification.** No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

**Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

**Promotional Use.** Customer agrees that Lang may take pictures of Customer's property and use such images for any commercial or promotional use including its website and social media.

**Attorney's Fees.** In the event Lang must bring an action in court to recover its rights under this Agreement, Lang is entitled to recover all attorney's fees and costs from Customer.

**Governing Law and Venue.** This Agreement is to be construed in accordance with and governed by the laws of Wisconsin, and any dispute will be brought in Dane County, Wisconsin.



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Signature: \_\_\_\_\_ Date: \_\_\_\_\_