

OAKLAND GREEN INTERIORS

HOLIDAY DÉCOR AGREEMENT & WARRANTY

This agreement is made between **Oakland Green Interiors** ("OGI") and **[Client Name]** ("Client") for the design, installation, and removal of custom holiday décor at **[Client Address]**. Our goal is to create festive, professional displays that enhance your space while ensuring a smooth and reliable installation, maintenance, and deinstallation process.

Scope of Services

Oakland Green Interiors (OGI) will provide holiday décor services as outlined in the signed proposal, including delivery, installation, and removal of selected designs at the Client's property. Décor may be purchased, leased, or rented depending on the agreement terms.

Terms & Scheduling

OGI offers several options for holiday décor programs. Each option includes delivery, installation, and removal of décor as outlined in your agreement.

- **Purchase:** Clients may choose to fully purchase custom décor. OGI will store, install, and remove the décor each season for an annual service fee. Décor will continue to be installed as long as it meets OGI's quality standards; when items no longer meet those standards, OGI will recommend updates or replacements.
- **Three-Year Lease:** Clients may lease custom décor for a three (3) year term. Upon signing, installation and removal dates are reserved for the full lease period. At the conclusion of the lease, new décor is expected to be leased for future seasons. Minor updates or additions to leased décor may be made for an additional charge, provided requests are submitted at least 90 days prior to the client's installation date.
- **Seasonal (One Time) Rental:** Clients may rent pre-designed décor for a single season (ideal for events or one-time holiday displays). Seasonal rentals cannot be customized; clients selecting this option will choose from existing décor available for rent. Custom décor requests for a one-time program will be billed at full purchase price.

Scheduling: OGI will make every effort to accommodate requested installation dates; however, specific dates cannot be guaranteed and may be adjusted at OGI's discretion. Clients who sign agreements early receive priority scheduling within the capacity of our installation teams.

Deposits & Payment

- A 40% deposit of the first year's lease cost (or of the total purchase cost for one-time installs) is required to secure installation dates for commercial accounts.
 - A 25% deposit of the first year's lease cost (or of the total purchase cost for one-time installs) is required to secure installation dates for residential accounts.
 - Remaining balances are billed according to agreement terms.
 - A service charge of 1.5% per month (18% annually) applies to all unpaid accounts over 30 days past due.
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Décor Ownership & Responsibility

- All leased and rented designs and décor remain the property of OGI. The Client is responsible for décor while on-site. Any theft, loss, or damage will be billed to the Client at replacement value.
 - Purchased décor becomes the property of the Client at installation.
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Warranty & Limitations

- **Live Trees:** The installation of lit, live holiday trees is available **only** to current OGI clients. Trees will be delivered but are not warrantied.
- **Commercial Setting Limitations:** For safety reasons, OGI does not install live holiday trees in commercial accounts. Additionally, glass or fragile décor will not be used in commercial settings to minimize the risk of injury or property damage.
- **Poinsettias:** OGI does not provide general poinsettia maintenance. Exceptions may be made for current interior maintenance clients with orders of **10 poinsettias or more**, in which case poinsettia care will be incorporated into scheduled maintenance visits.
- **Décor Materials:** Holiday décor is constructed of durable materials such as metal, wire, and shatterproof plastics. While OGI takes care during installation, we are not liable for

damage caused by décor materials. Including, but not limited to: wood, floors, walls, or surfaces.

- **Client-Owned Décor:** OGI is not responsible for damage to personal or client-owned holiday décor, including ornaments, figurines, or other fragile items, during installation, maintenance, or removal. Clients are responsible for securing or protecting their own decorations while OGI personnel are on-site.

Pre-Lit Décor Warranty

- **Leased Décor:** All décor items under a three-year lease agreement are fully covered during the lease term. OGI will repair or replace malfunctioning lights and broken ornament bulbs at no additional cost to the Client.
- **Purchased Décor:** Lighting on purchased décor is guaranteed for one (1) year from the date of installation. After that period, all lighting maintenance and replacements (labor and materials) will be billed separately. This warranty does not apply to the purchase of discounted, gently-used tree bases, wreaths, garlands, etc.
- **Post-Lease Renewal:** Clients renewing their existing décor program beyond the initial three-year lease may incur additional costs to ensure all lighting and décor components remain in proper working condition.
- **Exclusions:** Lighting damage caused by factors beyond OGI's control (e.g., power outages, tampering, improper handling, or building electrical issues) is not covered under warranty.

Client Responsibilities

- **Access:** Client must provide OGI access to the site during normal business hours (or as scheduled) for delivery, installation, maintenance, and removal. Missed appointments due to restricted access may result in additional charges.
- **Electrical Supply:** Client is responsible for ensuring that sufficient and safe electrical outlets are available for all lighting elements. OGI is not responsible for décor malfunction caused by inadequate or faulty electrical supply.
- **Site Conditions:** Client must notify OGI of any building changes (construction, renovations, or access restrictions) that may impact décor installation or removal.
- **Security:** Client assumes responsibility for décor once installed on-site. Theft, vandalism, or damage caused by third parties will be billed to the Client at replacement cost.

Termination

- Early termination of a lease agreement requires payment of the remaining lease value, less labor for seasons not yet delivered, plus a 10% termination fee.
- All leased materials remain the property of OGI. This termination clause takes precedence over other agreements.