**Customer Installation Agreement**



3096 South 460 West

South Salt Lake 84115

[(385) 474-7856](https://www.google.com/search?gs_ssp=eJzj4tVP1zc0LMoyMYlPKkwxYLRSNagwSzYxM0o0MrS0NDFISzUytDKoMDEwNUo0SUw2t0g1N0g1MvBiTcovLs4HAP2uEMs&q=bosso&rlz=1C5CHFA_enUS924US924&oq=bosso&aqs=chrome.1.69i60j46i39i175i199j0i10i433i512j0i10i131i433i512j0i10i433i512j46i512j46i10i433i512j69i61.3184j0j4&sourceid=chrome&ie=UTF-8)

service@bosso.biz

**Customer Name:**

**Sales Order Date:**

**Customer Address (the “Installation Location”):**

**Salesperson:**

Bosso Smart Lights (“***Contractor***”) looks forward to working with You, the Customer, during the installation process of your low-voltage lighting system. By agreeing to this Custom Installation Agreement (“***Agreement***”) you agree to its terms and conditions. Contractor and Customer are collectively referred to herein as the “Parties” or individually as a “Party.

# Scope of Work and Price.

Contractor agrees to provide the materials and/or services according to the pricing and terms outlined in the following Proposal and this agreement. Contractor shall use reasonable efforts to install a low-voltage, customizable lighting (the “***System***”) on the exterior of certain structures at the prices set forth below.

**PROPOSAL**

Bosso will install the System on the following sides of the home:

The System will be installed at the customer’s address, unless otherwise specified (the “***Work***”).

The total cost of your System is $ **\_\_\_\_\_\_ (“*Project* *Total*”).** The deposit necessary for Contractor to order your System and schedule the Work is $\_\_\_\_\_\_\_ (***“Deposit”)***

# Change Order.

If Customer requests modifications to the Work or for additional work to be performed, then Customer agrees to pay Contractor’s reasonable costs and expenses incurred in complying with Customer’s requests under the same payment terms detailed herein. Such additional costs shall be automatically included in the Project Total. All change orders must be in writing and signed by the Customer or via emailed confirmation. Change orders shall be paid in full upon acceptance by Customer; unless the Change Order specifically modifies a term of this Agreement, then the provisions herein shall control.

# Terms and Conditions.

Contractor will deliver a detailed Proposal outlining materials and/or services to be provided to Customer. The Proposal is subject to the following terms and conditions:

1. *Expiration of Proposal*. The Proposal will expire unless the Agreement and Proposal is signed within 30 days of being delivered to the Customer.
2. *Additional Charges*. Programming, setup, installation or materials not expressly detailed in the Proposal will be subject to additional charges. The lighting system install comes with default programming for timing and settings. Customer agrees to pay a customization fee in the event the Customer seeks an available program other than the default settings. The costs associated with any related work or materials, including but not limited to, electrical, drywall, painting, cabinets are not included in the Proposal unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.
3. *Customer Furnished Equipment*. Contractor is not responsible for the performance, integration, or liability associated with any equipment, wiring, or installations provided by the Customer or third parties.

# Payment.

The Work will not be scheduled, and Contractor shall have no obligation under this Agreement, until Customer has signed this Agreement and delivered a signed copy along with the Deposit Payment (defined below). The Deposit Payment is used for Contractor to procure and test all components necessary for the Work. If Customer cancels this Agreement, except under Customer’s Right to Cancel (as defined below),

If the customer cancels the agreement, a refund will be provided.

A restocking fee will apply, which is 15% of the contract value or a minimum of $500, whichever is higher. The restocking fee covers administrative and procurement costs.

Customer shall pay 50% of the Total Price upon signing this Agreement (the “***Deposit Payment*”**). Customer shall pay the remaining balance of the Total Price, plus any increase for unpaid change orders upon completion of the Work (the “***Final Payment***”) or prior to the installation, if requested by Contractor as set forth in Section 5. Customer’s failure to pay the Final Payment may result in liens being placed upon the title to the Property and shall accrue interest at 2% per month.

# Authorization of Payment.

Notwithstanding part 4, if Customer has a credit card on file with Contractor, Contractor may schedule the Work prior to the charge of the Final Payment. If the Contractor is unable to process the credit card payment prior the scheduled installation, Contractor at its sole discretion can reschedule the date the Work is to begin and refuse to perform the installation until the Final Payment has been received.

# Invoice.

Contractor shall provide a written invoice to Customer at the address specified above, indicating amounts owing for the Work if any. Unless otherwise specified in a Change Order or otherwise, all payments owing shall be paid to the Contractor according to this Agreement.

# Customer Training.

Upon completion of the Work, and only if Customer is physically present at such time, Contractor shall demonstrate the Smart Lighting system and train the Customer on how to use the Smart Lighting System at no additional cost to Customer. If Customer is not available or physically present upon completion of the installation of the Smart Lighting System, Contractor has no obligation to train Customer. However, in such event Customer may still receive training at a later time by either (a) paying a $150 training fee, or (b) scheduling a training demonstration at Contractor’s showroom at no additional cost.

# General Terms and Conditions.

The following terms and conditions shall apply to this Agreement and any dispute between Customer and Contractor.

## Work in Process

Projects or Work in the process of being installed are not complete and should not be expected to function as completed Work. Contractor does not guarantee that unfinished work or Work in the process of being installed will function properly. Customers use of an unfinished system/Work is at their own risk and will void any warranty whatsoever. Contractor is not responsible for any liability related to the Customer using the unfinished system/Work. If the unfinished system/Work stops functioning during non-business hours or on weekends, Contractor, at the request of the Customer, may dispatch a technician to troubleshoot the problem. A non-business hour or weekend service call is not covered by the Warranty herein and the Customer will be billed at the non-business hours/weekend service call hourly rate. This will be in addition to the Proposal price.

## Delays.

Contractor shall not be liable for any delays caused by the Customer, Contractor’s laborers or subcontractors, suppliers, natural disasters, governmental actions, or other events outside of Contractor’s control. Should the Contractor be delayed in the completion (or commencement) of its work for any of the reasons set forth above, then Contractor will be given reasonable extensions necessary to complete the Work. The time for such extension shall be liberally construed in favor of Contractor.

## Liens.

Contractor reserves the right to file preliminary notices and liens for non-payment and to enforce such liens to the fullest extent permitted by law.

## Termination of This Agreement.

*Without Cause.* Except as provided herein, including Customer’s Right to Cancel, neither Party may terminate this Agreement without cause unless both parties agree to cancel the Agreement.

*For Cause.* Either Party may terminate this Agreement for cause. “***For Cause***” is limited to the following: (a) Customer’s failure to make any payments required under this Agreement, (b) Customer’s failure to allow Contractor reasonable access to the Installation Location, (c) delays, as defined under 8.6, which increase Contractor’s costs of performing the Work by more than 10%, (d) Customer’s exercise of its Right to Cancel, (e) any occurrence under Section 8.11 of this Agreement.

## Incompatible Structures.

## Contractor reserves the right to cancel this Agreement if the site, structure, building, or property cannot accommodate the System or the Work cannot otherwise be completed without excessive costs. In such an event, Contractor shall reimburse to Customer any payments made toward the system/Work that was not completed.

## Method of Terminating.

## Cure Period: If Contractor’s Work is untimely, unsatisfactory, or otherwise deficient, then prior to hiring another contractor to ‘cover’ the Work, Customer agrees to state in writing the nature of Contractor’s inadequacy and allow a period of at least thirty (30) days to cure, or longer if reasonably required to complete the inadequate work.

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## Contractor Services.

Contractor shall supply the items necessary for its Work in a professional and workmanlike manner.

## Survival of Obligations.

If this Agreement is terminated for Customer’s breach, Customer shall be obligated to pay Contractor for all of the Work performed through the date of termination.

## Remedies.

In the event of any default under this obligation, the non-defaulting party will be entitled to an award of the delinquent amount, **interest at the rate of 1.5% per month** (compounded monthly), all expenses, including a **25% collection charge** on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first to costs of court, then to collection/attorney’s fees, then interest and lastly to principal.

## Insurance.

Contractor may purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the Customer’s property resulting from the conduct of this Agreement.

## Indemnity.

Customer shall hold Contractor, Contractor’s employees, subcontractors and agents harmless (the “***Contractor Indemnified Parties”***) and indemnify Contractor from any damages, claims, or liabilities, including attorney fees and costs arising in any manner from, or in any way related to, services or materials provided to the Customer by any third-party unrelated to Contractor including, but not limited to, any claims for personal injury, property damage, defective workmanship or construction, or claims for infringement of any patent rights or any intellectual property rights, except for matters that arise out of, pertain to, or relate to the active negligence or willful misconduct of Contractor, or its other agents, other servants, or other independent contractors who are responsible to Contractor, or for defects in design furnished by those persons, or to the extent the matters do not arise out of the scope of Work of the Customer pursuant to the applicable Work documents.

## Liability.

Contractor hereby disclaims any and all obligations owed by the Customer to any third party unless agreed to in a separate written agreement by both Parties. Unless set forth herein or specifically acknowledged in writing and in clear and conspicuous terms requiring the signature of Contractor, then Contractor shall have no liability whatsoever for liquidated damages associated with the Work. Notwithstanding the above, Contractor is only liable for any liquidated damages to the extent that Customer has actually incurred and paid such liquidated damages to another party and the delays giving rise to the liquidated damages are the legal and proximate result of Contractor’s conduct. In addition, nothing herein shall be construed to alter the limitation of liability set forth herein.

## Limitation of Liability

IN NO EVENT SHALL BOSS LIGHTING BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF ANY WAY RELATING TO THIS AGREEMENT OR THE WORK.

## Severability.

If Any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the Agreement is not affected in any manner materially adverse to any Party.

## Governing Law; Venue.

This Agreement shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. All disputes arising out of or relating in any way to this Agreement or the Work shall be resolved by the appropriate State And Federal Courts located in the County of Salt Lake, Utah. Customer hereby expressly consents to the personal jurisdiction of the State and Federal courts of Utah and waives any objection it may now or hereafter have to the laying of venue of any such action brought in such courts arising from or related to this Agreement or the Work.

## Interpretation.

All Parties have had the opportunity to have their own independent counsel review these terms and conditions, and these terms and conditions shall be construed fairly and equally as to all Parties as if drafted jointly by them. Any uncertainty or ambiguity shall not be interpreted against any Party.

## Attorney’s Fees.

In the event it is necessary to use an attorney to collect any amounts owing under this Agreement, or to otherwise enforce any terms of this Agreement, the prevailing Party shall be entitled to recover and collect its reasonable attorney's fees and costs.

## Liability Exclusions

Contractor shall have no liability for damage or injury to any of Customer’s property unless it was the result of the reckless conduct of Contractor’s employees or agents. Customer acknowledges that some parts or aspects of Customer area may be fragile and that despite reasonable care may be damaged in the process of the installation of the equipment and Contractor shall have no fault therefore.

## Time of Completion

The Contractor agrees to install the Work in a commercially reasonable timeframe.

## Invoicing Disputes

Customer agrees to notify Contractor, in writing, of any error in any invoice within three (3) business days after the delivery of the equipment. Customer’s failure to notify Contractor shall be deemed acceptance of the equipment and charges as rendered and set forth in the invoice(s). If Customer fails to notify Contractor in writing of any disputed charges outlined in this Section, Customer shall be deemed to have accepted all charges and shall waive its right to dispute any such charges in the future. In the event that Customer does not pay the contract sum as outlined herein, Customer agrees that Contractor may file a lien against the project site.

## Access to Property

Customer agrees to provide safe and secure access to the project site during normal working hours and agrees to have the work area free of materials or stored items, and unchained animals. Customer hereby waives, releases, and agrees to indemnify Contractor and Contractor’s agents and employees against any and all claims by Customer and third parties resulting from or related to the entry on the property incident to the fulfillment of this Agreement by Customer or Customer’s relatives, guests, representatives, agents or invitees, including but not limited to any entry accompanied by Contractor for a scheduled inspection.

## Español.

Si necesita este contrato en español, por favor notifique a su representante de ventas y una copia le será proporcionada antes de firmar.

# Larger Print

To accommodate all Customers, Contractor will provide a copy of this Agreement in larger sized text upon request.

# Entire Agreement.

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter addressed herein, including the Work and the System. Customer agrees and warrants that Customer is not relying on any statement, representation, or claim not contained in this Agreement in entering into the Agreement and accepting the terms provided herein, including any statements from Customer’s Sales Representative regarding the Work, the System, or Contractor.

# Warranty.

Contractor agrees to provide the warranties listed herein to Customer according to the terms below, for a period of one (1) year for Labor, and five (5) years for Parts, to commence upon the either of (i) verification from Customer that the system/Work functions properly, or (ii) completion of the Work if Customer is not available to verify with installing technician that the System functions properly (collectively, the “Warranty Period”).

## Parts and Labor.

Contractor shall warranty lights, power supply, labor and workmanship for the Work for the greater of either (i) the Warranty Period, or (ii) the minimum required by law (collectively, “Parts and Labor Warranty”).

## Connectivity not Warrantied.

Contractor does not warranty the boss lighting system connectivity to the existing home or business network, or the wireless internet (wifi) connectivity from the Boss lighting to any of the customers devices, as none of these devices were supplied by the contractor- even if such lack of connectivity or workability impedes the ability to operate the System.

## Telephone Support.

Contractor agrees to provide free unlimited telephone support to Customer during its regular business hours throughout the Warranty Period (“***Telephone Support Warranty***”). Telephone Support Warranty does not cover support for wireless internet (Wi-Fi), Bluetooth, cellphone/tablet connectivity, or other wireless connectivity issues (“***Noncovered Items”***).

## Charges for Uncovered Support.

Contractor reserves the right to Charge Customer a reasonable service for any warranty claims where the issue is related to, caused by, or attributable to either (a) a Noncovered Item or (b) is outside of the Warranty Period.

SIGNATURES

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sales Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer Signature