Invoice 9637

NOTE: Credit Card payments will incur a 3% processing fee. We recommend check payments to avoid additional fees. If you would prefer to pay via check, please contact us directly.

Please review our INSTALLATION DAY: WHAT TO EXPECT AND PREPARATION online page in order to get a better idea of what installation day is all about.

Invoice

Lilian Ordonez (Shed)

PAID

JELLYSTREAM LIGHTING

Date	May 20, 2024
Invoice Number	9637
Invoice Due	June 3, 2024
Invoice Total	$1,075.00
Balance	$0.00

From

Jellystream Lighting Inc
Ned Griffith
4957 Lookout Rd
Virginia Beach, VA 23455
US

To

Krysten/Jordan Scheid
1608 Blue Ridge Rd.
CHESAPEAKE, VA 23322
US

Service	Price	Amount
JellyStream Track, Lighting and Components (Cost and Installation at $25-30 per linear foot) NOTE: This is a SOFT ESTIMATE and is based on our estimate from the Google street view. If for any reason the estimate is different than what we find when we arrive for the installation, you will be notified and either refunded (or charged) the difference. FRONT : 30ft	$750	$750
Power Receiver	$75	$75
Material and labor for installation of conduit from main house to Shed	$250	$250

Subtotal	$1,075.00
Total	$1,075.00
Payments	$1,075.00
Balance	$0.00

These payment options will include a service fee: or 3% with a Stripe Checkout Payment.

Notes

Thank you!

Jellystream Lighting appreciates your business. Your house will look fantastic all year long with a Jellystream Lighting installation!

Please remember to accept the Estimate so that we can get you on the installation schedule.

If you have any questions regarding this estimate or the installation process, please don't hesitate to contact us directly at 757-653-5100.

We look forward to starting your project!

Terms

Jellystream Lighting Inc., LLC an authorized dealer of Jellyfish Lighting TM ("Contractor") looks forward to working with you (the party listed in the Proposal) during the installation process of your 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".

1. **Scope of Work:** Contractor agrees to provide the materials and/or services ("Work") according to the pricing and terms outlined in the above Proposal and this Agreement.

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. 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.

3. **Proposal Terms and Conditions:** Contractor will deliver the Proposal outlining materials and/or services to be provided to Customer. The Proposal is subject to the following terms and conditions:

> a. *Expiration of Proposal.* The Proposal will expire unless the Agreement and Proposal are signed within 30 days of being delivered to Customer.

b. *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.

c. *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.

4. **Payment:** No Work will be scheduled without a signed copy or emailed confirmation of this Agreement, of the Proposal, and completion of the Payment Schedule as defined below. Since Contractor will, if possible, open, and test equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances.

5. **Payment Schedule:** The "Payment Schedule" is as follows:

> a. Fifty percent (50%) of total price of the Work in the Proposal is due upon signing this Agreement ("Deposit Payment"); and

b. Fifty percent (50%) of total price of the Work in the Proposal is due after installation of the Work ("Final Payment").

6. **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, and Customer agrees to allow Contractor to charge the Final Payment one day prior to the commencement of the Work. If Contractor is unable to process the credit card payment prior the commencement date of
the Work, Contractor is its sole discretion can reschedule the date the Work is to begin.

7. **Invoice:** Contractor shall provide an electronic invoice to Customer at the Customer's email address, indicating amounts owing for the Work if any. Unless otherwise specified in a Change Order or otherwise, all payments owing shall be paid to Contractor according to the Payment Schedule.

8. **Late Payments:** For all amounts remaining due but unpaid according to the Payment Schedule, interest shall compound and accrue at the rate of 1.5% per month ("Late Fee").

9. **Customer Training:** Upon completion of the system/Work, and only if Customer is physically present at such time, Contractor shall demonstrate the system/Work and train the Customer on how to use the system/Work at no additional cost to Customer. If Customer is not available or physically present upon completion of the installation of the system/Work, Contractor has no obligation to train Customer; however, in such event, Customer may still receive training at a later time by either,
(a) paying $150 for an on-site, in-person training by Contractor, or
(b) scheduling a demo and training at a Contractor showroom at no additional cost.

10. **General Terms and Conditions:** Customer acknowledges receipt of this Agreement containing the General Terms and Conditions. Customer understands and agrees to the General Terms and Conditions.

11. **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 three (3) years for Parts, to commence upon the either of (i) verification from Customer that the system/Work functions properly, or (ii) completion of installation if Customer is not available to verify with installing technician that the system/Work functions properly (collectively, the "Warranty Period").

a. *Parts and Labor.* Contractor shall warranty lights, power supply, labor and workmanship involved in an installation for the greater of (i) the Warranty Period, or (ii) the minimum required by law (collectively, "Parts and Labor Warranty").

b. *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, and Contractor may charge Customer per service request by Customer regarding such issues. After expiration of the Warranty Period, Contractor may charge Customer per call for telephone support calls.

c. The warranties contained in this section shall survive any termination of this Agreement but shall only be delivered upon final
payment from the Customer to Contractor

d. *Connectivity not Warrantied.* Contractor does not warranty the Jellyfish system's connectivity to the existing home or business network, or the WI-FI connectivity from the Jellyfish system 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 Jellyfish lighting system.

General Terms and Conditions

Term: This Agreement shall be in force from the date this Agreement is signed by Customer until all Work indicated herein is completed and paid for and all other terms of this Agreement have been satisfied, unless sooner terminated pursuant to this Agreement.

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 guaranty that unfinished or Work in the process of being installed will function properly. Customer uses the unfinished system/Work at their own risk. 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.

Other Contracts: Notwithstanding anything to the contrary herein, Contractor shall not be bound by any other agreement between Customer and a third party (e.g. a "prime contract" or similar agreement) unless Contractor has seen, had adequate time to review, acknowledged receipt of any such contract, and agreed to its terms by written signature on the contract, or any amendments thereto. Customer is obligated to ensure compliance with all of its contracts with other parties, and Contractor assumes no responsibility for such contract requirements. Any reference to any such ancillary contracts contained in a contract between Customer and a third party shall not be enforceable against Contractor unless Customer complies with this section.

Contract Documents; Conflicting Terms: This Agreement includes the Proposal, all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in Work. Work not covered by this Agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. Specifically, the terms and conditions herein shall apply to the Proposal of the Work. The terms set forth herein shall be considered to govern any work performed for Customer to the extent that additional agreements do not address these general terms. In the event of a conflict of terms between this Agreement, any job agreement/purchase order, and/or specifications, this Agreement shall control.

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.

Delays: Contractor shall not be liable whatsoever for any delays caused by the Customer or by laborers or subcontractors not employed by or contracted with Contractor. Should Contractor be delayed in the completion (or commencement) of its work due to other parties' delay(s), then Contractor will be given extensions necessary to compensate for the time lost. The time for such extension shall be liberally construed in favor of Contractor. At the time Contractor commences its Work, it shall notify the Customer of the amount, if any, of delay caused by third parties. If Contractor is delayed at any time in the progress of the Work by Customer change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the Work or affected parts of the Work shall be extended by the same amount of the time caused by the delay.

Third Parties: Customer acknowledges that Contractor is authorized to purchase materials and services from third parties as necessary to fulfill Contractor's obligations hereunder, or to contract with third parties if a particular service requires permits or licenses from relevant governmental entities.

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

Adequate Assurances: Contractor shall be entitled to adequate assurances from Customer that payments owed under this Agreement will be forthcoming. Absent such adequate assurances, or by failure of Customer to make a payment by the Payment Due Date, then Contractor shall be legally justified in ceasing all Work contemplated herein until Customer can make such assurances. Any delay associated with Customer's failure to give adequate assurances shall result in an extension, where applicable, for Contractor to complete its Work.

Termination and Breach: Without Cause. The Parties acknowledge and agree that neither Party may terminate this Agreement without cause as each Party is relying on the representations of the other and will be planning and acting on such plans in accordance with this Agreement. Notwithstanding the above, this Agreement can be terminated by mutual agreement of the Parties. With Cause. Either Party may terminate this Agreement for cause, which cause is limited to: Non-payment; or Material breach of any term of this Agreement.

Incompatible Structures: Contractor reserves the right to cancel this Agreement if the site, structure, building, or property cannot accommodate the system/Work 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: If a Party elects to terminate this Agreement for cause, the terminating Party shall send written notice to the other Party. Such notice shall contain a list of all reasons for the termination and shall demand that such reasons be cured within thirty (30) days or, if a cure is not possible in thirty (30) days, by a time in which a reasonable party could cure ("Cure Period"). An invoice sent by Contractor to Customer shall satisfy this requirement, meaning that Contractor may elect to terminate this Agreement if an invoice was sent stating the amounts owed and Customer does not pay such amounts within thirty (30) days. If the Cure Period has ended and the reasons for termination have not been cured, this Agreement shall terminate.

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.

Title of Equipment: Contractor shall retain title to all equipment, materials, software, firmware and improvements covered by the Proposal until Contractor completes the installation of the Work and the balance Total Amount Due has been paid in full, whereupon such title shall transfer to Customer.

Insurance: Contractor shall 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 and its agents harmless and indemnify Contractor and its agents 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 EVENTSHALL JELLYFISH BE LIABLE TO CUSTOMER, ITSEMPLOYEES, 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.

Waivers: Contractor agrees that, as applicable, it will execute and deliver lien waivers to Customer upon completion of the Work and payment of the balance of the Total Amount Due.

Indemnity from Subcontractors: Contractor will hold Customer harmless with respect to claims of Contractor's subcontractors and suppliers.

Relationship of Parties: In all aspects relating to this Agreement, both Parties are acting entirely independent from one another, and not as an agent of the other Party. The Parties shall be responsible for compliance with all laws, rules and regulations involving their respective employees or agents, including but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages, as well as payment and withholding of all taxes. Nothing in this Agreement is intended to give rise to a partnership or joint venture between the Parties or impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

Other Work: Nothing herein shall guarantee that Contractor will perform any additional work for Customer other than the Work agreed to herein, and Customer acknowledges and agrees that Contractor may perform work for other parties, including competitors of Customer.

Notices: All notices concerning or relating to this Agreement shall be in writing and shall be given or made by means of electronic mail, certified or registered mail, express mail or other overnight delivery service, or hand delivery to the Customer at the address shown above, and to the Contractor at Attn: **Jellystream Lighting Inc**, at the address above in this estimate.

Waiver: Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such right or affect the validity of this Agreement or any order relating thereto.

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 **VIRGINIA** 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 **VIRGINIA BEACH, VA**. Customer hereby expressly consents to the personal jurisdiction of the State and Federal courts of **VIRGINIA** 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.

Acceptance of Terms: If Customer has received these terms and conditions in this Agreement and fails to sign this Agreement, but nonetheless prompts Contractor to begin Work, then such actions will be deemed to be Customer's acceptance of the terms in this Agreement.

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 other wise 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 charge as 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.

Payments Received: Customer agrees that all funds owed to Contractor, but received Customer, to the extent those funds result from the labor or materials supplied by Contractor, shall be held in trust for the benefit of Contractor. Customer agrees it has no interest in such funds held by any party. Customer agrees to promptly account for and pay to Contractor all such funds. Customer further irrevocably assigns to Contractor any rights Customer has to all such funds to the extent that sums are justly due to Contractor under this Agreement. All waivers executed by Contractor shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety (90) days thereafter. Customer agrees that Contractor retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Contractor for signature or restrictive endorsements on checks
or any negotiable instruments that may imply otherwise.

Facsimile Signatures and Counterparts: This Agreement may be signed via facsimile or email and in one or more counter parts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one and the same document. The Parties expressly agree that an affirm active email or electronic consent (e.g. “I agrees”, “Yes”, “I approve”, or “I accept”) to the Proposal and this Agreement shall suffice for binding the Parties to the terms of this Agreement and pricing thereof.

Español: Si necesita este contrato en español, por favor notifiquea su representante deventas y una copia leserá proporcionada antes de firmar.

Larger Print: To accommodate all Customers, Contractor will provide a copy of the Agreement and General Terms and Conditions in larger-sized text upon request.

Entire Agreement: This Agreement contains the entire agreement of the Parties with respect to the Work and shall not be amended or modified without a writing signed by both Parties.

Click here to Unsubscribe

https://www.jellystreamlighting.com info@jellystreamlighting.com