

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

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

COMMISSIONERS COURT

Meeting Date: 9/25/2023

SEP 25 2023

Submitted By: \_\_\_\_\_

Department/Office: County Judge's Office

**Approved**

Signature of Director/Official: \_\_\_\_\_

**Agenda Title:**

Consider and Approve the Request by Tracy Thomas and Heather Juarez,  
Cleburne Chamber of Commerce, to Pay the Courthouse Portion of Christmas  
Lights Provided by DFW Holiday Kings in the Amount of \$5,650.00, to Provide,

**Public Description** (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Install, Maintain and Remove Lights, with Authorization for County Judge to  
Sign

(May attach additional sheets if necessary)

Person to Present: Tracy Thomas, President & Heather Juarez Tourism/Marketing

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC  CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: \_\_\_\_\_ minutes

Session Requested: Action (Action Item, Workshop, Consent, Executive)

**Check All Departments That Have Been Notified:**

County Attorney  IT  Purchasing  Auditor

Personnel  Public Works  Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please Inter-Office All Original Documents to County Judge's Office Prior to Deadline  
& List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

# DFW Holiday Kings Policies, Terms and Conditions

**DFW Holiday Kings** service is comprised of the design, installation, and removal of holiday decorations, and permanent lighting. All lighting and decorations remain the property of the city of Cleburne. This is a service agreement only and no goods are being sold. **Lighting and Decorations:** DFW Holiday Kings 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. Power failure or tripping of GFI circuits that occur as a result of inclement weather cannot be the responsibility of DFW Holiday Kings. We will perform required service calls to solve these issues but we cannot be held liable for damage that may occur as a result of acts of nature. Upon reinstallation, all non-functioning bulbs and/or miniature light sets will be purchased by the city of Cleburne. this is included in the reinstallation and removal charge. As plants grow, we will add additional lights to any landscape lighting at our discretion, and bill service at the appropriate rates. Any additional items requested at the time of service will also will be invoiced accordingly.

**Billing Issues and Quality of Service:** In the event that you have a question concerning any billing, contact our office within 7 days, or we will assume that billing is correct. All services, unless otherwise agreed, are billed at the time of installation, at which time payment is due. This normally would include materials, set up, installation accessories, removal, & boxing of decor. Storage of all decor is included with the service; DFW Holiday Kings guarantees the quality of all material and workmanship, however any questions in regard to the quality of workmanship must be addressed within 7 days of service, or before the next service is to be performed, whichever comes first.

## Seasonal Lighting

Please be advised that all standard lighting that is installed is suitable only to be used as seasonal, temporary lighting, unless otherwise specified. DFW Holiday Kings can only warrant seasonal lighting up to 90 days. Product life expectancy should not exceed 90 days when used continuously. Please consult your representative if you are interested in a permanent type of lighting. There is no permanent type of mini lighting or tree lighting available.

## Photos

Please note, that unless otherwise agreed upon, DFW Holiday Kings reserves the right to take photos of our decor services on your property, and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet or postcards. The use of photo representations does not imply any financial or other consideration will be given for said use. Further, we reserve the right on commercial accounts to state the property name and/or address.

**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. Client will provide all electrical power sources. If a requested item becomes unavailable, Christmas Decor reserves the right to substitute an item of equal or better quality, subject to customer agreement, or to delete the items off of the installation and invoice.

**Installation and Removal:** Holiday decorations shall be installed and removed at your request if possible. Clients 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 CLIENT 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 DFW HOLIDAY KINGS SERVICE PROVIDER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE CAUSED TO THE PROPERTY OF THE CLIENT 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 CLIENT THAT THE WORKMANSHIP OR MATERIALS USED ARE DEFECTIVE OR NONCONFORMING MUST BE BROUGHT TO THE ATTENTION OF THE DFW HOLIDAY KINGS 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.

**Work to be Performed:**

<b>Labor for installation of Courthouse Trees \$5,650.00</b>	<b>\$5,650.00</b>
--	-------------------

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 CGH Bode Date 9-25-23