

TERMS OF SERVICE

Before embarking on a lighting or sound project with us, please make sure you have read and are in agreement with our terms of service. You will be required to sign a physical copy of this information before a project can begin, to ensure that you and your vehicle are as safe as possible. By signing this contract you agree to all of the below stated terms and provide your legal consent to Foxbeam to modify your vehicle. Those clients that are under the legal age of 18 are required to have a legal guardian sign for them, who will assume responsibility and liability to the terms of the agreement.

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Hereafter, Foxbeam Aftermarket Lighting LLC and its employees, properties, and affiliated media will be referred to as simply, "Foxbeam". Foxbeam clients, client vehicles or companies, and associated persons or businesses collectively known as the client, will be referred to as "the client" or "you". The signer of this document ("you") agrees that he or she is a legally responsible representative of the client project and that in signing, he or she binds each party involved to the terms of this agreement.

1. Assumption of Risk

By signing the bottom of this document, you agree that you are willingly requesting service from Foxbeam, and understand and agree that any damage, injury, or cost to you or your vehicle is taken under your own risk. By signing, you agree that you will not hold Foxbeam legally or financially responsible for any damages or losses that result from reasonable risk and precaution through its employees, equipment, other clients, or administration, except where specified in Section 3. If, in the proper course of modification and installation of components, Foxbeam discovers other vehicular systems which may not be in full working order, it is your responsibility to repair them. You agree not to hold Foxbeam responsible for faulty or worn vehicular components that are unrelated to Foxbeam projects. By signing you also consent that in any event where part of the original vehicle must be modified to install components (e.g. drilling holes for mounting bolts or cable passthrough) Foxbeam has the right to make those changes which may be irreversible.

2. Waiver of Rights to Litigation

By signing this document, you agree that in any case where damages result to you or your vehicle, or you are unsatisfied with Foxbeam service, you will not hold Foxbeam responsible for legal fees, attorney's fees, insurance costs, or other compensation of any kind, except where specified in Section 3. You agree not to sue or take legal action against Foxbeam in any way, but to instead enter a peaceful arbitration with Foxbeam ownership.

3. Foxbeam Liability

Where deemed appropriate, Foxbeam, Foxbeam employees, and Foxbeam equipment can and may be held responsible for damages and loss to you. This includes, and is limited to, grossly negligent action from any Foxbeam employee, damages resulting from incomplete or poor workmanship, damages due to faulty parts or machinery, and damages to you or your vehicle due to theft, natural hazard, vandalism, or collision while in Foxbeam custody. By signing below, you agree to hold Foxbeam responsible for these listed actions. However, you also agree that Foxbeam will not be held responsible for damage to vehicular systems unrelated to systems Foxbeam has modified.

If your vehicle is damaged through negligence, attack, theft, collision, or other scenarios in which systems Foxbeam has installed sustain damage of any amount (scratches, cracks, failed components, missing parts) once your vehicle has been completed by Foxbeam, we are not required to repair or reinstall any component for you. We hold a 90-day warranty for our projects due to defective parts or workmanship, however, by signing below

you agree that Foxbeam is not responsible for any damage to parts after 90 days or damage due to causes unrelated to Foxbeam workmanship. It is your responsibility to ensure your vehicle's insurance coverage includes coverage of aftermarket modifications, up to the amount billed to you by Foxbeam. In the event your vehicle is damaged outside of the warranty restrictions, should your insurance carrier choose to repair your vehicle and your coverage allows it, we will repair or reinstall equipment up to the value provided to us by your insurance carrier.

4. Legal Implications of Aftermarket Lighting

Not all types and colors of light effects are legal on the road or water. Foxbeam employees will strive to caution you of this before a project begins, however, Foxbeam will always allow the client to have the final say in customization. By signing the bottom of this document, you agree to research and understand your locality's law about aftermarket lighting and equipment, and release Foxbeam from any responsibility, liability, or fault that arises due to fees, damages, or other consequences of any particular light type or color. In the event that your lighting is not legally compliant, you agree to use it only in law-abiding, private situations or where permitted. Most, if not all, colored lighting will be provided and assembled with a separate controlling switch for this purpose. You hold Foxbeam exempt from any consequence resulting from improper or illegal use of Foxbeam-installed light effects.

5. Right to Refuse Service

Foxbeam will never discriminate to a client based on race, gender identity, age, religious belief, political association, or any other personal measure of identity. However, Foxbeam can and may execute the right to refuse service without reason or advance notice.

6. Payment for Services Rendered

Foxbeam accepts a variety of payment methods. By signing, you agree to promptly fulfill all outstanding balances at a reasonable speed once you are notified. Foxbeam may request payment for part or all of a project's components before labor begins. Payment may be securely made by cash, card, or PayPal transfer.

7. Use of Promotional Media and Records

In the course of preparing, installing, and completing any given vehicle project, at the discretion of the ownership your vehicle may be considered for use in promotional photographs or video. By signing this document you agree to the below terms and to hold Foxbeam to the below standards. In signing, you consent to Foxbeam's use of digital photography and video to capture parts of your vehicle for promotional use. Examples include, but are not limited to, before and after photographs of parts or the whole of the project vehicle, video recordings of modified systems for compilation into a 'showcase' video or promotional teaser, use of photographs and video of your vehicle on the Foxbeam website and affiliated social media, and use of photographs of completed projects, in part or in whole, for advertising purposes. In doing this, Foxbeam agrees to carefully scrub all photographs and videos taken for personally identifiable information and objects, e.g. license plates, personal items inside the vehicle, faces, and other like objects. This does not include company graphics or logos. Should you wish to keep your vehicle private or have concerns about the way imagery of your project will be used, please contact Foxbeam at admin@foxbeamlighting.com.

By signing below, you agree to hold yourself and Foxbeam accountable according to these listed terms.

PRINT: _____ SIGN: _____ DATE: _____