

RESOLUTION NO. 2019-2599

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED A CONTRACT TO SOUTH FLORIDA LIGHTING TEAM, LLC (D/B/A MIAMI CHRISTMAS LIGHTS) FOR TOWN-WIDE HOLIDAY DECORATIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 19, 2019, the Town of Surfside (“Town”) issued Request for Proposals No. 2019-01 (“RFP”) to competitively procure the installation, maintenance, removal, cleaning, refurbishing, transport and storage of professionally-themed holiday decorations to be placed throughout the Town (“Services”); and

WHEREAS, the Town received four proposals in response to the RFP; and

WHEREAS, the four proposals were evaluated and ranked by an Evaluation/Selection Committee on May 3, 2019; and

WHEREAS, on June 3, 2019, the Tourist Board received oral presentations from the top two proposers and, after further evaluation and consideration, recommended that South Florida Lighting Team, LLC (d/b/a Miami Christmas Lights) (the “Contractor”) be awarded a contract to provide the Services; and

WHEREAS, the Town Commission wishes to award a contract for the Services to the Contractor and authorize the Town Manager to execute the contract, in substantially the form attached hereto as Exhibit “A” (the “Contract”), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that the award of a contract for the Services to the Contractor and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Award.** The Contractor is awarded a contract for the Services pursuant to the RFP.

Section 3. Approval and Authorization. The Contract, in substantially the form attached hereto as Exhibit "A," is hereby approved, subject to such non-substantive changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Commission authorizes the Town Manager to execute the Contract on behalf of the Town and to expend budgeted funds during the term of the Contract.

Section 4. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Contract.


Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 9th day of July, 2019.

Moved By: Commissioner Karukin
Second By: Vice Mayor Gielchinsky

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes.</u>



Daniel Dietch
Mayor

ATTEST: 

Sandra Novoa, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
SOUTH FLORIDA LIGHTING TEAM, LLC (D/B/A MIAMI CHRISTMAS LIGHTS)**

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day of July, 2019 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the “Town”), and **SOUTH FLORIDA LIGHTING TEAM, LLC (D/B/A MIAMI CHRISTMAS LIGHTS)** whose address is 1167A NW 159 Drive, Miami, Florida 33169 (hereinafter the “Contractor”).

WHEREAS, on March 19, 2019, the Town issued Request for Proposals No. 2019-01 (“RFP”) to competitively procure the installation, maintenance, removal, cleaning, refurbishing, transport and storage of professionally-themed holiday decorations to be placed throughout the Town (the “Services”); and

WHEREAS, in response to the RFP, the Contractor submitted a proposal (“Proposal”), which is incorporated and attached hereto as Exhibit “A,” for the Services (as hereinafter defined) and was awarded a contract; and

WHEREAS, the Contractor’s Services will include the provision of holiday lights to assist the Town with promoting the Town to bring visitors to the Town to enjoy and patronize its hotels, restaurants, and other recreational activities; and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon the fees for the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. **Scope of Services.**

1.1 Contractor shall provide the Services set forth in the proposal attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter “Services”).

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for one (1) year, unless earlier terminated in accordance with Paragraph 8. This Agreement may be renewed upon mutual agreement of the parties for up to three, one-year terms. Contractor shall complete the

Services described herein in accordance with the schedule set forth in Exhibit "B."

- 2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

- 3.1 Compensation for Services provided by Contractor shall be in accordance with the proposal attached hereto as Exhibit "A."
- 3.2 Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subcontractors.**

- 4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval shall be in Town Manager's sole and absolute discretion.

5. **Town's Responsibilities**

- 5.1 Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2 Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. **Contractor's Responsibilities**

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement,

it is determined that the Contractor's Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Services.

6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. **Termination.**

8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

8.2 Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3 In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any

insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force

and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5 The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and

including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1 Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Guillermo Olmedillo
 Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, FL 33154

With a copy to: Lillian Arango, Esq.
 Town Attorney
 Weiss Serota Helfman Cole & Bierman, P.A.
 2525 Ponce de Leon Blvd., Suite 700
 Coral Gables, FL 33134

For the Contractor: South Florida Lighting Team, LLC
 (d/b/a Miami Christmas Lights)
 1167A NW 159 Drive
 Miami, Florida 33169

Attn: Kurt Stange

14. **Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. **Ownership and Access to Records and Audits.**

16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 16.3 Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

**NOTICE PURSUANT TO SECTION 119.0701(2)(a),
FLORIDA STATUTES**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SANDRA NOVOA, MMC, 9293 HARDING AVENUE, SURFSIDE, FLORIDA 33154, TELEPHONE NUMBER: 305-861-4863, EMAIL: SNOVOA@TOWNOFSURFSIDEFL.GOV.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit**

24.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Background Checks**

26.1 The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of the Services. Background checks must be performed prior to the performance of any Services by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

27. **Termination Due To Lack of Funds.**

27.1 This Agreement is subject to the condition precedents that: (i) Town funds are available, appropriated, and budgeted for the Services; (ii) the Town secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Town Commission relative to the Services; and (iii) Town Commission enacts legislation or other necessary Resolutions, which award and authorize the execution of this Agreement.

28. **Non-Exclusive Agreement**

28.1 The Town reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONTRACTOR:

**SOUTH FLORIDA LIGHTING TEAM, LLC
(D/B/A MIAMI CHRISTMAS LIGHTS)**

By: _____
Name: _____
Title: _____

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE TOWN:

**TOWN OF SURFSIDE,
a Florida municipal corporation**

By: _____
Guillermo Olmedillo
Town Manager

Date Executed: _____

Attest:

By: _____
Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:


By:  _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The Scope of Services are those contained in the Contractor's proposal, attached hereto and incorporated herein by reference.



Miami Christmas Lights
 1330 West Ave - Suite 2012
 Miami Beach, FL 33139

Ph: 305.432.2225
 info@miamichristmaslights.com
 miamichristmaslights.com

Customer Information

Town of Surfside
 Lindsay Fast
 9293 Harding Ave
 Surfside, FL 33154
 Ph: 305-864-0722
 Em: lfast@townofsurfsidefl.gov
 Budget: \$ 80,000.00

Proposal Information

Estimate #: 19 -118
 Proposal Date: 06/19/2019
 Decision Date: 04/23/2019
 Desired Install Date:
 Desired Removal Date:
 Contract Expire Date: 2021
 Deposit Method:

Item	Qty	Price	Total
Wrap 77 Medjool palms along Harding ave from 96th t to 94ths and at Veterans Park. Wrap an additional 54 trees along Harding Ave.	1	\$ 38,000.00	\$ 38,000.00
Wrap top 18" of 77 Medjool palms with intense Warm White LED "crown" of lights along Harding ave from 96th t to 94ths and at Veterans Park.	77	\$ 300.00	\$ 23,100.00
Decorate 4 monuments with elegant, art decor inspired illuminated sign enhancer.	4	\$ 3,750.00	\$ 15,000.00
Decorate 8 pocket parks with elegantly illuminated acrylic spheres complimented with twinkle lights through the ground foliage of the park.	64	\$ 150.00	\$ 9,600.00
		Sub Total	\$ 85,700.00
		- Discount	\$ 0.00
		Adjustment	\$ 0.00
		Grand Total	\$ 85,700.00
		DEPOSIT AMOUNT DUE	\$ 42,850.00

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Power

Outlet Location:
 Circuit Breaker Location:
 Integrated Timers: Yes Timer Hours: N/A
 Other Notes: TBD

Insurance

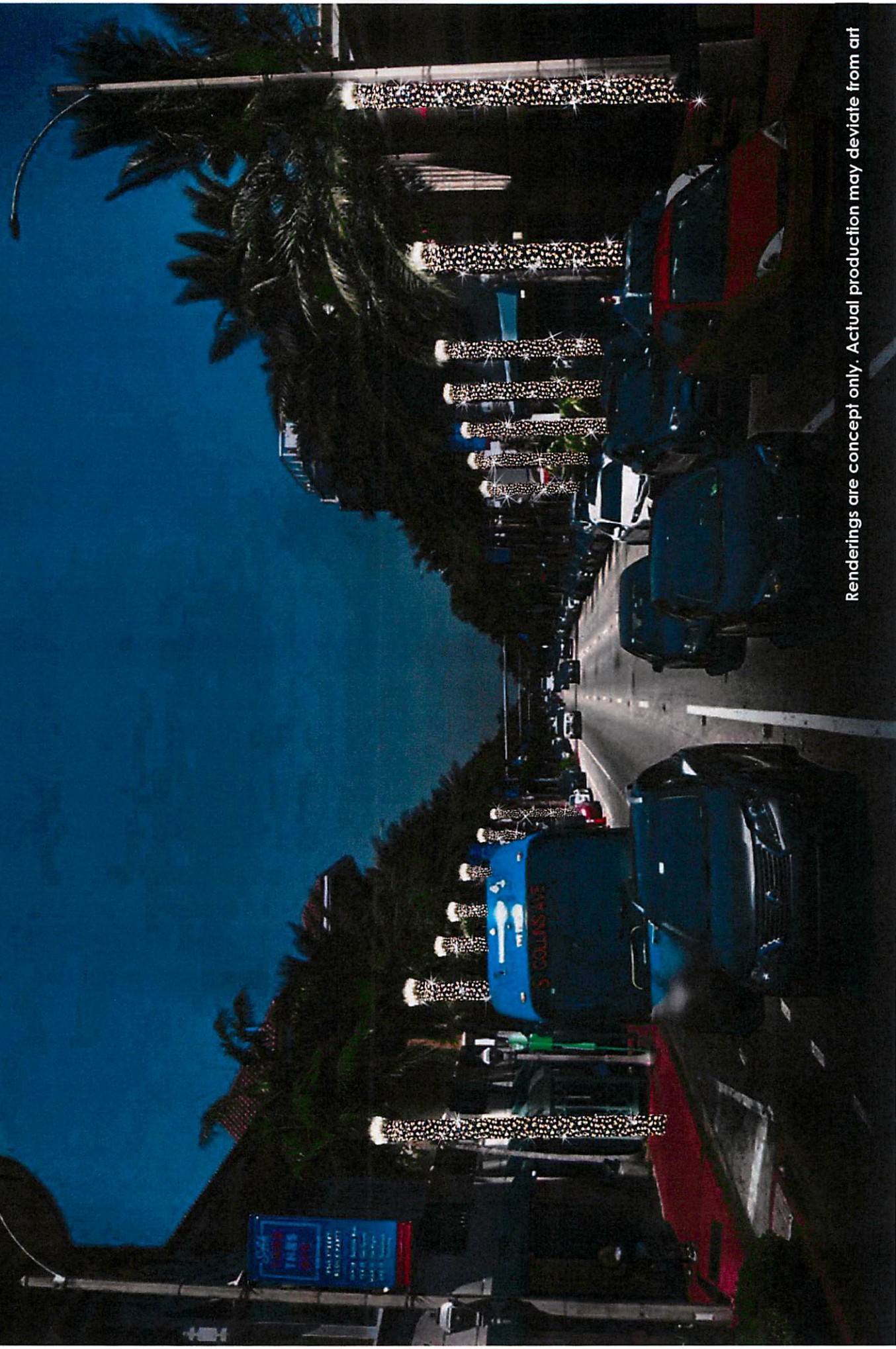
Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. For copies of either policy, please ask your sales representative.

Terms and Conditions

By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.pdf which are incorporated by reference herein. **A deposit of 50% of the total estimate is required to reserve the installation time slot. Miami Christmas Lights will not begin any work until deposit is received. Agreement expires after 2021 season.**

Name: _____ Signature: _____
 Date: _____

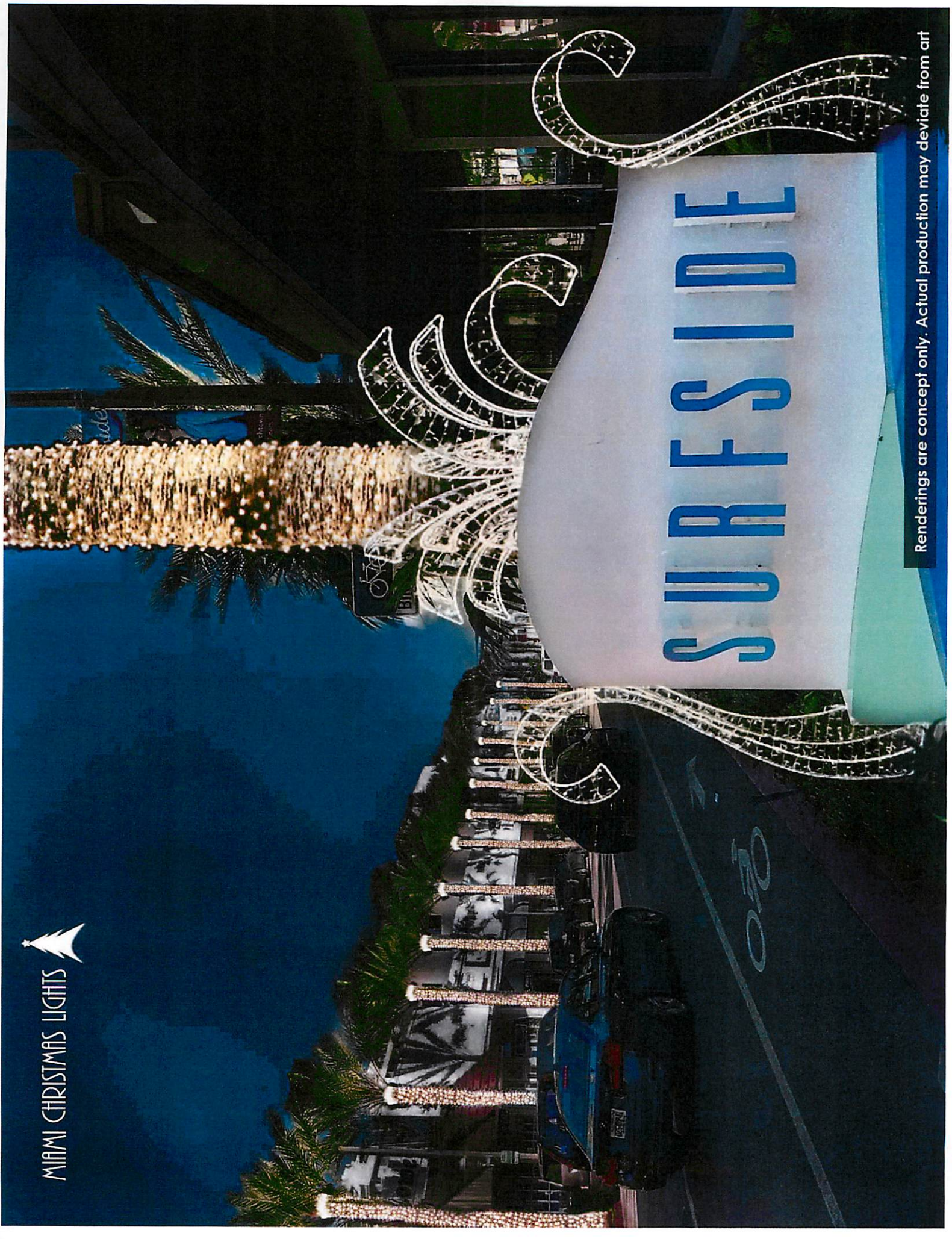
MIAMI CHRISTMAS LIGHTS



Renderings are concept only. Actual production may deviate from art



MIAMI CHRISTMAS LIGHTS



Renderings are concept only. Actual production may deviate from art

Qty: 8 pieces per park

MIAMI CHRISTMAS LIGHTS



Renderings are concept only. Actual production may deviate from art

EXHIBIT "B"
SCHEDULE



9/16/19 – 9/20/19: Installation of Lights and Crowns on Trees lining Harding Avenue
11/11/19-11/12/19: Installation of Décor in Pocket Parks along Harding Avenue
11/15/18: Lighting of Trees