



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee:	Meeting Date:
ID Number:	Ordinance/Resolution Number (if applicable):
Department Submitting:	Submission Date:
Agenda Item Title:	

Issue Before the Council:
Options & Alternatives:
Additional Details:



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What is the Strategic Plan Priority this item relates to:

What impact will this item have on the Strategic Plan Priority?

Financial Remarks:

Executive Recommendation:

Recommended Motion:

Reviewed By:

Finance Director	Date Reviewed
City Attorney	Date Reviewed
City Administrator	Date Reviewed



Shine Creations Terms & Customer Acknowledgment

By signing below, Customer acknowledges and agrees to the following terms related to the purchase and/or lease of products and services from Shine Creations:

1. Payment Terms

- **Product Sales:**

- 50% deposit due at signing of contract.
- 50% balance due prior to delivery of products.
- Delivery on or before NOV 14, 2025

- **Service Contracts (Product Leasing):**

- 50% deposit due at signing of contract.
- 25% due upon completion of installation.
- 25% due upon completion of removal.
- *Alternate payment schedules must be agreed to in writing.*

- **General Terms:**

- All invoices are **Net 30** unless otherwise agreed to in writing.

- **Accepted Payment Methods:**

- Cash, ACH wire transfer, check, and credit card.

- Credit card payments will incur an additional **3% processing fee**.
- **Bank Wire Transfer Instructions:**
(Insert bank wire information here.)

2. Deposit and Cancellation Policy

- Deposits made at contract signing are **non-refundable** except as otherwise provided in this contract.
- Depending on the time of cancellation and the progression of manufacturing as well as the re-sellability of the order will determine on a case by case basis what portion if any of the deposit can be returned to the customer. In the event of Customer cancellation after signing, Shine Creations has the sole discretionary right to retain the deposit as compensation for administrative costs, reserved production time, and any incurred material expenses and production of the product/s

3. Tariff Pricing Adjustment

Due to the ongoing volatility in international trade tariffs and the associated political and economic climate, Shine Creations acknowledges that tariff rates are subject to rapid and unpredictable changes beyond Shine Creations' control.

At this time, Shine Creations has elected **not** to increase its base pricing for products; however, Shine Creations reserves the right to directly pass through to the Customer any and all applicable tariff charges associated with the products purchased.

- Tariff charges will be calculated based on Shine Creations' **purchase price** of the goods, **not** the sales price to the Customer.
- Tariff surcharges will be reflected as a **separate line item** on the invoice and represent the % of the applicable tariff costs at the time of procurement.
- The customer agrees to accept and pay these charges as invoiced.

For Leased product and projects to include install and leased goods Shine Creations will absorb and honor pricing and tariffs up to 50% without up charging. Tariff charges above 50% will be a discussion with each customer based on a case by case basis.

If the tariff cost rises to a % that is in excess of the budget for the client and they are unable to pay, the 50% deposit will be held for the cost of goods. Depending on the size of the order and available storage at our manufacturing partners facility we can store the product for a future shipment date when the tariff price drops.

If the product for the display whether it be for a purchase or rental has not been started in production and deposits have not been made or the deposit is refundable from the manufacture than Shine Creations can issue a refund on a canceled order, but this will need to be on a case by case basis dependant on which step in the manufacturing process we are at.

4. Warranty Terms

- **Warranty Coverage:**

- Metal frame décor products and similar structures are covered by a **three (3) year limited warranty** against **manufacturer defects**.
- Warranty does **not** cover normal wear and tear, misuse, vandalism, acts of God, or improper storage or handling.

- **Usage Guidelines:**

- Products are designed for **temporary seasonal use only**.
- Maximum deployment: **three (3) months per calendar year**.
- Warranty coverage reflects **nine (9) months of total field use** over the three-year warranty period.

- **Warranty Fulfillment:**

- Defective products will be replaced at no charge for the item itself.
- Labor and shipping costs associated with warranty fulfillment will be determined on a **case-by-case basis**.

5. Third-Party Shipping Disclaimer

- In certain circumstances, delivery of products may involve **third-party shipping carriers**.
- Shine Creations is **not responsible** for damage, loss, handling errors, or delays caused by third-party shipping providers once the product has been released to the carrier.
- Customer agrees that any claims for such issues must be made directly with the carrier.

6. Late Payment Terms

- A **10% late fee** will be assessed on any unpaid balances that exceed the agreed payment terms.
- Shine Creations reserves the right to suspend services, withhold further delivery, or enforce other remedies until outstanding balances are satisfied.

7. Force Majeure

Shine Creations shall not be liable for any failure or delay in the performance of its obligations where such failure or delay results from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, labor disputes, governmental actions, transportation delays, material shortages, or supplier failures.

8. Additional Terms

- Customer agrees to comply with all provided usage guidelines and maintenance recommendations.
- Title to any leased products remains with Shine Creations until contract fulfillment; title to purchased products transfers upon full payment.
- All sales and services are subject to Shine Creations' full Terms and Conditions,

available upon request.

Customer Name: _____

Authorized Signature: _____

Date: _____

Shine Creations :

Mathew Kronquist :



PRESIDENT

Authorized

Signature: _____ **Date:**

5/1/2025

PROJECT NAME		HOLIDAY 2025 WAUKESHA				
BRIDGE	ITEM	dimenitions	ITEM PRICING PRICE	= QTY	TOTAL	
MF5772 BLUE AND WHITE		H X W X D	\$400.00	12	\$4,800.00	
MF5776 BLUE AND WHITE		H X W X D	\$1,000.00	6	\$6,000.00	
MF5667 BLUE AND WHITE		H X W X D	\$2,000.00	1	\$2,000.00	
MF5668 BLUE AND WHITE		H X W X D	\$2,000.00	1	\$2,000.00	
SR-C68 PURE WHITE WALK THROUGH GIFT BOX LEASE		H X W X D	\$6,300.00	1	\$6,300.00	
			SHIPPING			2800
				TOTAL		\$23,900.00