Customer Agreement

Version 1.0 · Last updated October 20, 2026. These terms apply to bookings paid for on or after this date.

Key terms at a glance

Paying your deposit means you agree to this Agreement. Here's what matters most:

Your deposit is non-refundable. A deposit of 50% of your package's starting price holds your date. If you cancel 30+ days before install, it becomes a credit good for 12 months. Otherwise it's forfeited (Sections 4 and 9).

The decor stays ours. You're paying for a styled display for a set period. We take our decor back on the removal date (Section 6).

You're responsible for our decor while it's at your home. Normal wear is on us; damage, loss, or theft is billed at replacement value (Section 7).

We may photograph your porch for our website, social media, and marketing. We never publish your address or name you. You can opt out by email or text at any time before install (Section 8).

The balance is due within 3 days of install (Section 4).

1. Parties

This Agreement is between Porch Lark LLC, a Texas limited liability company located at 5900 Balcones Drive, Suite 100, Austin, TX 78731 ("Porch Lark," "we," "us"), and the person who pays the deposit ("you"). It takes effect when the deposit is paid. Your booking details - install address, package, design theme, install and removal dates, and starting price - are listed on your invoice and booking confirmation, which are part of this Agreement. Your final price is confirmed in your written design summary. It won't exceed your package's starting price unless you approve the added cost in writing.

In plain terms: we design and install a seasonal porch display at your home, we take it down on the agreed date, and the decor stays ours unless this Agreement says otherwise.

2. Scope of work

We provide design, installation, and removal of a seasonal porch display at your install address, per the package and design you selected at booking.

Included:

- A design consultation (in person or by photo) and a written design summary describing the theme, color palette, and major elements.
- All decor, props, lighting, and hardware needed for the display, supplied by us unless listed as supplied by you.
- Delivery, installation, and styling on the install date.
- Removal of all Porch Lark property on the removal date, and reasonable restoration of the area to its prior condition.

- One touch-up visit during the display period, at no charge, if elements shift, fade, or fail.

Not included unless agreed in writing and priced separately: electrical work, roof or second-story installation, landscaping or lawn care, tree trimming, pressure washing, painting or repair of your property, permanent fixtures, and any work requiring a permit or HOA variance.

The written design summary controls the scope. Renderings, mood boards, and inspiration images show intent and direction, not an exact final result - natural materials, seasonal availability, and site conditions mean the finished porch will vary. We have final say over composition and styling within the agreed theme and budget.

3. Changes to the design

Changes to the approved design must be requested in writing (email or text is fine) and aren't binding until we confirm them in writing with any added cost.

- 14 or more days before install: no change fee; added materials and labor are billed at cost plus 20%.
- Fewer than 14 days before install: accepted at our discretion, with a $150 rush fee plus materials and labor.
- On install day or after: treated as a new mini-install, quoted separately, minimum $250.

If you remove elements from the design after install, the price does not decrease and no refund is owed.

4. Fees and payment

A deposit of 50% of your package's starting price reserves your install date. The date isn't held until the deposit clears. Paying the deposit is how you accept this Agreement (see Section 12).

Payment	Amount	Due
Deposit	50% of package starting price	At booking - non-refundable
Balance	Final price minus deposit.	Within 3 days of install completion
Change orders	As quoted	With the balance, or on approval if after install

The deposit is non-refundable. It covers design time, materials ordered for your porch, and the date held off our calendar, all of which are spent before install day. Section 9 sets out the limited cases where it is credited instead.

Accepted payment: ACH and credit card. Card payments carry a 3% processing fee.

Balances unpaid after 10 days accrue 1.5% per month, and we may remove the display and recover collection costs and reasonable attorney's fees.

Prices exclude Texas sales tax, which is added where applicable.

Quotes are valid for 14 days.

5. Scheduling and access

Install and removal happen on the dates shown on your invoice or booking confirmation, within a 4-hour arrival window confirmed 48 hours ahead. You don't need to be home.

You agree to:

- Provide clear access to the porch and a place to park a vehicle and trailer on install and removal days.
- Secure pets away from the work area.
- Provide a working exterior outlet if the design includes lighting, and keep it powered for the display period.
- Clear personal items, furniture, and existing decor from the porch before the crew arrives, or accept a $75 clearing fee.
- Get any HOA or landlord approval the display requires. You're responsible for compliance with HOA rules, deed restrictions, and local ordinances.

If the crew can't access the site during the confirmed window, or the site isn't ready, we may charge a $150 return-trip fee and reschedule to the next available date.

The display stays installed between the install and removal dates. Removal is scheduled, not on demand; early removal at your request is billed at $150 and doesn't reduce the price.

6. What you're buying, and what stays ours

You're buying a styled display for a defined period, not the decor itself.

Category	Who owns it	What happens at removal
Rental decor - props, structures, containers, lighting, signage, textiles	Porch Lark	Returns to Porch Lark
Perishables - pumpkins, gourds, cornstalks, florals, greenery	You	Left, composted, or hauled away at your request
Purchased add-ons listed on the invoice as "Client-owned"	You	Stays with you
Items you supplied that we styled into the design	You	Returned to your porch

All rental decor remains Porch Lark's personal property at all times and does not become a fixture of your property, however it is attached. You won't sell, lend, move, alter, paint, or store it, or let anyone else do so. You give us permission to enter the install address on the removal date to retrieve it.

If rental decor isn't returned or can't be retrieved on the removal date, you owe its full replacement value, as described in Section 7.

7. Damage, loss, and weather

Damage or loss of our decor. From install until removal, you're responsible for the rental decor at your address. We'll invoice you for items damaged beyond normal wear, missing, stolen, or vandalized, at documented replacement cost. Normal wear - sun fading, weathering, ordinary handling - is on us, not you. We'll send photos of any claimed damage within 5 days of removal, and the invoice is due within 10 days.

Theft and vandalism. Outdoor displays are exposed. We don't insure against theft or vandalism and don't provide security. You may want to check whether your homeowner's or renter's policy covers property in your care. If theft or vandalism happens, tell us within 24 hours; we'll replace or restyle at our cost of materials plus labor, and we'll waive the first $100 as a courtesy, once per install.

Damage to your property. We install with care and use non-penetrating or low-impact mounting wherever possible. We're responsible for damage to your property caused by our negligence, up to the limit in Section 10. We're not responsible for: pre-existing conditions; damage to surfaces you asked us to attach to; wear to paint, stain, masonry, or wood from mounting, adhesive, or weight; damage to sprinkler heads, low-voltage lighting, or buried lines you didn't mark; or damage caused by others moving the display.

Weather and acts of nature. Wind, rain, hail, freeze, and heat aren't anyone's fault. We may reschedule install or removal for unsafe weather without penalty. Perishables wilt, mold, split, and fade, especially in Texas heat - that's expected, and replacing them is a paid refresh, not a warranty claim. If a storm damages or scatters the display, we'll restore it at cost of materials plus $75/hour labor. If a named storm, freeze, or other event outside anyone's control makes install impossible, Section 9 applies.

8. Photo and media release

Sharing our work is how Porch Lark grows, and it's part of what makes this price possible.

What you're allowing. You give us permission to photograph and film the installed display and the exterior of your home, and to use those images and videos - edited or as-is - on our website, social media, portfolio, and email, in our print and digital advertising, and in press or editorial features about our work. This permission doesn't expire, so work we've already published can stay up. We may have a hired photographer or videographer take the photos for us.

Ownership. We own the copyright in the photos and video we create. You're welcome to share finished images on your own social accounts, with credit to @porchlark.

What we won't publish. We won't publish your street address or house number, and we won't identify you by name without your separate written permission. We won't publish recognizable images of you or your family without separate written permission. We'll take reasonable care to frame out house numbers, license plates, mail, and security equipment, but exterior photos may make a home recognizable to people who know the neighborhood. We won't use your home to suggest that you endorse any product or sponsor.

Opting out. You can decline this release by telling us by email or text any time before the install date. Declining doesn't change the price. If you decline, we may ask again after you see the finished porch, and you're free to say no.

No payment or approval. You won't be paid for, and don't get approval over, published images.

9. Cancellation and rescheduling

When you cancel	What happens
30+ days before install	Deposit converts to a credit, good for 12 months
15-29 days before install	Deposit forfeited
14 days or fewer before install	Deposit forfeited, plus any custom or perishable materials already purchased
After install begins	Full price due

You may reschedule once at no charge with 14 days' notice, if a date is available in the same season. Later or repeated reschedules are treated as a cancellation under the table above.

If we cancel for any reason other than your breach, you get a full refund of everything you've paid, including the deposit, and that refund is your sole remedy.

If severe weather, supply failure, illness, or another event outside either party's reasonable control prevents install on the scheduled date, we'll offer the next available date or, if no workable date exists that season, refund all amounts paid less documented materials and design costs already incurred.

We may end this Agreement and remove the display, with the balance still due, if you don't pay, deny access, move or alter the display, or if anyone at the site behaves abusively or unsafely toward our crew.

10. Liability and safety

Assumption of risk. A porch display is decorative. Some elements are heavy, some are lit, and some create edges, steps, or shadows. You accept the display as installed and are responsible for keeping the area safe for household members, guests, and trick-or-treaters, including keeping walkways clear and cords out of paths.

Not childproof or pet-proof. Decor isn't a toy and isn't rated for climbing, sitting, or play. Please supervise children and pets around the display.

Lighting and power. Any lighting is for decorative use on a GFCI-protected exterior circuit. Don't modify wiring, add extension cords, or leave lights on unattended beyond the manufacturer's rating.

Cap on liability. Our total liability arising out of this Agreement, under any theory, won't exceed the total amount you paid under it. Neither party is liable for indirect, incidental, consequential, or punitive damages, or for lost profits.

Indemnity. You'll indemnify and hold Porch Lark harmless from claims arising out of your negligence, the acts of guests or visitors at your property, HOA or ordinance violations at the install address, or your breach of this Agreement. We'll indemnify you from claims arising out of our negligence or willful misconduct.

No warranty. The display is provided as-is beyond the touch-up visit and the repair rights stated above. We disclaim all implied warranties, including merchantability and fitness for a particular purpose, to the extent Texas law allows.

11. General terms

Governing law and venue. Texas law governs. Any dispute will be brought in the state or federal courts of Travis County, Texas.

Dispute resolution. We'll both try to resolve any dispute informally for 30 days before filing. Claims under $20,000 may be brought in Travis County small claims court.

Attorney's fees. The prevailing party in any action to enforce this Agreement may recover reasonable attorney's fees and costs.

Independent contractor. Porch Lark is an independent contractor, not your employee, partner, or agent.

Assignment. You may not assign this Agreement. It doesn't transfer with the property if you sell or move before removal; you remain responsible for the balance and for return of the decor.

Entire agreement. This Agreement, your design summary, and your invoice are the whole agreement, and replace any prior quotes, texts, or conversations.

Changes. Changes to your booking must be confirmed in writing (email or text) by both of us. If we update these terms, the new version applies only to bookings paid for after its effective date.

Notices. Notices go to the email address you provided at booking, and to hello@porchlark.com for us, and are effective when sent.

Severability and waiver. If a provision is unenforceable, the rest stands. Not enforcing a term once doesn't waive it.

Survival. Sections 6, 7, 8, 10, and 11 survive the end of this Agreement.

Electronic acceptance. Accepting this Agreement by paying the deposit has the same effect as signing it. A copy of these terms will be sent with your payment receipt.

12. Acceptance

By paying the deposit, you confirm that you've read and agree to this Agreement, including the key terms at the top, and that you own the install address or are authorized by its owner to book this work.

If you don't agree to these terms, please don't pay the deposit.