Media Systems — Terms and Conditions

Version 2026-08 — Effective August 1, 2026

Canonical URL: https://terms.mediasystems.com/2026-08

1. Agreement, Parties, and Precedence

1.1 Parties. This Agreement is made between Media Systems ("Company") and the Signatory ("Owner"), together with the applicable contractor ("Builder"). The term "Owner" includes the client, owner, and owner's representative throughout the duration of this contract.

1.2 Acceptance. Owner's signature on the Agreement, electronic approval, or payment of a deposit confirms that Owner has read and agrees to these terms and forms a binding agreement. Any one of these acts is sufficient to establish acceptance, whether or not the others occur.

1.3 Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written or verbal agreements, understandings, proposals, representations, and negotiations related to the subject matter herein.

1.4 Order of Precedence. This Agreement consists of the documents listed below. In the event of a conflict between them, they govern in the following order: (a) executed Change Orders, most recent first; (b) these Terms and Conditions; (c) the equipment proposal and pricing; (d) the Scope of Work; and (e) system drawings and documentation.

The equipment proposal governs what equipment, quantities, services, and labor are included and the price for them. The Scope of Work governs the manner in which included work is performed. System drawings and documentation are illustrative of design intent and are not a commitment to any specific quantity, model, or device location. Anything not appearing in the equipment proposal is not included in the contract price. Where the Scope of Work describes a function, feature, capability, or outcome that would require equipment or labor not listed in the equipment proposal, that equipment or labor is not included in the contract price. Company will identify the omission and provide the equipment or labor by Change Order.

1.5 Conflicting Terms in Other Documents. Any additional, different, or conflicting terms contained in a purchase order, subcontract, work authorization, credit application, lien waiver, or other document issued by Owner or Builder are rejected and have no effect, whether or not Company signs or acknowledges that document, unless Company expressly agrees to them in a writing that identifies this Section 1.5 and is signed by an officer of Company.

1.6 Amendment. No modification of this Agreement is effective unless made in writing and signed by both parties, except for (a) Change Orders issued and approved under Section 5.1, and (b) price, rate, and charge adjustments expressly authorized elsewhere in this Agreement, including Sections 3.1, 3.2, 3.4, 3.5, and 7.8, which take effect upon notice to Owner without further signature. No course of dealing, course of performance, or oral statement modifies this Agreement.

1.7 Substantial Completion. "Substantial Completion" means the point at which the system is operational and performing its intended functions in accordance with the Scope of Work, such that Owner may use and occupy the system for its intended purpose, notwithstanding outstanding punch list, cosmetic, or minor adjustment items. Company's project manager determines Substantial Completion and will notify Owner in writing of the date. Substantial Completion is the trigger date for payment under Section 2.2, returns under Section 5.2, warranty periods under Sections 8.1 and 8.3, and included remote service under Section 12.2.

Company may declare Substantial Completion notwithstanding items that remain incomplete because of (a) equipment on back order, allocation, or manufacturer delay; (b) work by Builder, Owner, or other trades that is not complete, including electrical, network service, millwork, painting, or finish work; (c) Owner decisions, selections, or approvals that remain pending; or (d) lack of site access. Such items do not delay Substantial Completion, payment, or the start of warranty periods for the balance of the system. Company will complete them when the condition is resolved, and any resulting return trips, remobilization, or storage are billable under Sections 3.5 and 6. Warranty periods for an individual item deferred under this paragraph begin on the date that item is installed and operational.

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2. Deposit and Payment

2.1 Conditions to Commencement. Company is not obligated to begin any work, including engineering, purchasing of equipment, or scheduling of prewire and installation, until Company has received both a signed Agreement and the required deposit. If the deposit is not received within five business days of Owner's acceptance, Company may, at its option and upon written notice, terminate this Agreement or reprice it to reflect current equipment and labor costs. Owner's acceptance under Section 1.2 remains binding unless and until Company terminates.

2.2 Custom orders must be paid in full before orders are placed. The final invoice is due upon Substantial Completion as defined in Section 1.7.

2.3 Deposits are non-refundable. If Owner terminates this Agreement or elects not to proceed, Owner remains responsible for payment for all labor performed, all equipment ordered, and all non-cancellable commitments made by Company as of the date of termination, including restocking and cancellation charges.

2.4 Sales tax is the responsibility of Owner and will be included in all invoices unless a valid state or federal tax exemption identification number is provided. If tax is later charged to Company, Owner will reimburse it.

2.5 Late Payment and Suspension. Invoices are due upon receipt unless otherwise stated. Amounts not paid within thirty (30) days of the invoice date accrue interest at 1.5% per month (18% per year), or the maximum rate permitted by Texas law, whichever is less, from the invoice date until paid. Owner is responsible for all costs of collection, including reasonable attorney's fees, collection agency fees, and court costs. If any undisputed amount remains unpaid for more than thirty (30) days, Company may, upon written notice, suspend all work, withhold delivery of equipment, suspend remote support and service, and decline to schedule further work until payment is received. Suspension under this Section extends all schedule commitments and does not constitute breach or termination by Company. Nothing in this Section waives any statutory right of Company under Chapter 28 or Chapter 53 of the Texas Property Code.

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3. Pricing

3.1 Manufacturer price increases or reductions for equipment are passed through to Owner.

3.2 Prices are accurate as of the proposal date and will be maintained for products currently in stock. Upon notice to Owner, Company may increase the final invoice or issue a change order to account for tariffs, duties, levies, or costs associated with the withdrawal of tariff or duty preferences under a trade agreement. Any increase is strictly limited to the additional import charges incurred unless otherwise agreed by change order.

3.3 Shipping and freight cannot be calculated before materials are ordered and are therefore estimated in the Agreement. Actual charges are finalized on the final invoice at Substantial Completion. Company is not responsible for shipping delays or carrier price increases.

3.4 Labor rates for each category (system engineering and documentation, project management, installation labor, and programming) are assessed and adjusted annually to remain consistent with industry norms. If the project extends beyond one year, adjusted rates apply for the remainder of the Agreement.

3.5 Incidental costs outside the contract scope are billed at cost plus 10%. These include expedited freight, additional project documentation or engineering, travel costs, and equipment rentals.

3.6 For job sites more than 30 miles from ZIP 77024, travel time is invoiced at half the hourly rate. Lodging and per diem for required overnight trips are invoiced at cost plus 10%.

3.7 Price includes standard switch plates and port frames in standard colors. Decorative wall plates (such as Lutron Screwless) and matching custom port frames for network, phone, TV, power, dimmer, and keypad locations are an additional cost.

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4. Equipment Substitution

During the project, technological advances may occur, model numbers may change, and specified products may be discontinued. Company reserves the right to substitute equal or better performing equipment based on manufacturer discontinuation or incompatibility. Any necessary change resulting in a price increase will be discussed with Owner.

5. Change Orders and Returns

5.1 Owner may request changes to the proposal. Company will provide a Change Order for approval prior to performing the changed work. Once approved, the change becomes part of this Agreement. A Change Order is not required for work billed hourly under Section 6, for incidental costs under Section 3.5, or for adjustments authorized under Section 3. Owner may authorize such work verbally or by electronic message, and Company will confirm the authorization in writing.

5.2 Items returned by Owner within 90 days of Substantial Completion are subject to a 25% restocking fee. Returns are not accepted after 90 days. Once equipment is ordered, it is subject to a restocking fee.

5.3 Custom orders (furniture, shades, drapes, bookshelf speakers, tower speakers, and similar) and completed labor (design, engineering, documentation, and project management) are non-refundable.

6. Not Included — Billed Hourly

The following are not included in the proposal price and are billed at current hourly rates, whether performed on site or remotely by phone:

- Builder walkthroughs, sub-contractor meetings, and other trade meetings.
- Trenching, conduit, miscellaneous parts, and labor for gate entry pedestals or other items not attached to the main house, unless specified in the scope of work.
- Additional or corrective wiring where existing wiring is found to be incomplete, incorrect, or discontinuous.
- Troubleshooting Owner-provided or legacy equipment. If such equipment is found to be dysfunctional, Company will discuss replacement options upon discovery.
- Negotiating with service providers such as Comcast, DirecTV, or AT&T, including time spent waiting for provider appointments.
- Setup of streaming devices and services, recovery of account credentials, and training on services such as Netflix, Pandora, Spotify, Amazon Prime, Apple Music, SiriusXM, and cable or satellite on-demand.
- Setup and integration of IoT devices and accounts such as Nest, Amazon Alexa, Google Home, Apple HomeKit, and Ring.
- Supervision of sub-contractors requiring substantial assistance with setup procedures or accurate terminations for integration with third-party products.
- Wasted trips and delays caused by Owner or Builder scheduling changes, or where Company is not allowed timely completion.

7. Site Conditions and Owner Responsibilities

7.1 Dedicated 20 amp 120V circuits are required at the main equipment area for low voltage equipment. Circuits should be on the same phase in the same breaker panel to reduce the potential for ground noise in audio systems. Additional circuits dedicated to audio equipment elsewhere in the home should be on the same phase and panel where possible. Owner should review power requirements with Company to ensure adequate dedicated line voltage power is provided for sensitive equipment.

7.2 Owner will arrange for internet, TV, phone, and electrical service to be activated prior to equipment installation.

7.3 Owner is responsible for maintaining usernames and passwords for all accounts and services. IoT devices require credentials associated with Owner's email address, and Owner should plan to spend time with the technician to set up and verify them.

7.4 Pricing assumes existing wiring is complete, correct, and continuous.

7.5 For new construction, rough-in pricing assumes framing and mechanical rough-ins are complete and that insulation and drywall are not yet installed. Premature drywall or spray foam insulation will incur additional labor charges.

7.6 Sensitive electronic equipment must never be installed in a dusty environment, as it will cause damage. Allow time after final clean and before move-in for installation. On large projects this can be two to three weeks; confirm the required window with Company.

7.7 Owner and Builder will ensure the job site is accessible during normal business hours and will notify Company promptly of any schedule changes affecting production. Company schedules its workforce weeks in advance in order to meet installation completion dates across all projects.

7.8 Owner and Builder will provide Company with a delivery date for all equipment. Company will purchase and store equipment based on that date. If the delivery date is delayed more than four weeks, the remaining contract balance plus tax is due immediately, and storage charges may be incurred depending on duration and quantity.

7.9 During installation it is normal for services to be down. Owner should expect internet, WiFi, TV, phone, and power services to be intermittent or unavailable during the installation process.

7.10 Surface Damage and Finish Work. On retrofit and remodel projects, cutting access openings in drywall, ceilings, and other finished surfaces is a necessary part of pulling new wire, and pricing assumes such openings will be made. Separately, minor scuffs, blemishes, and cosmetic damage can occur while moving and installing equipment; technicians will take care to protect the work site. Company does not perform drywall, texture, trim, or paint repair of any kind, and does not subcontract or coordinate it. Repair and finishing of all access openings and cosmetic damage is the responsibility of Owner or Builder, is not included in this Agreement at any price, and Company will not be held responsible for it.

7.11 Title, Risk of Loss, and Insurance. Title to equipment passes to Owner upon payment in full for that equipment. Risk of loss passes to Owner upon the earlier of delivery to the job site or the date Company begins storing equipment on Owner's behalf under Section 7.8. From that point, Owner or Builder is responsible for insuring the equipment and bears the risk of loss or damage from theft, vandalism, fire, flood, water intrusion, storm, freeze, power surge, construction activity by others, or any other cause not resulting from Company's own act. Owner or Builder will maintain builder's risk or property insurance covering the full replacement value of equipment on site and will name Company as an additional insured on request. Company is not responsible for loss or damage to equipment stored on site, staged in unsecured areas, or installed before the premises are secured and weather-tight. Replacement of equipment lost or damaged after risk of loss has passed is billable to Owner.

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8. Limited Warranty

8.1 Workmanship. Company warrants that installation labor will be performed in a good and workmanlike manner and will correct defects in workmanship reported in writing within one (1) year following Substantial Completion. Re-performance of the defective labor at no charge is Company's sole obligation under this warranty. This express warranty defines the manner and quality of Company's performance and is provided in lieu of any implied warranty of good and workmanlike performance.

8.2 Equipment. All equipment, hardware, and software furnished under this Agreement is manufactured by third parties. Company is an authorized dealer and will pass through and assign to Owner all manufacturer warranties to the extent they are assignable, and will provide reasonable assistance in submitting manufacturer warranty claims. Company is not the manufacturer of any equipment and provides no warranty of its own with respect to equipment.

8.3 Warranty Labor. Company will provide labor for repair, service, or replacement of equipment under manufacturer warranty free of charge for 90 days following Substantial Completion. Warranty labor performed more than 90 days following Substantial Completion is billed at current hourly rates. This 90-day period applies to labor associated with defective third-party equipment and is separate from the one-year workmanship warranty in Section 8.1. Correction of defects in Company's own installation workmanship remains at no charge for the full one-year period under Section 8.1.

8.4 Transferability. The warranties in this Section 8 run to the original Owner only and are not transferable. If the property is sold or otherwise transferred, all warranties provided by Company terminate as of the date of transfer. Manufacturer warranties transfer only to the extent the manufacturer permits. Company may, at its discretion and subject to a system inspection and separate written agreement, extend service coverage to a subsequent owner.

9. DISCLAIMER OF IMPLIED WARRANTIES

> **EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED IN SECTION 8.1, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. EXCEPT TO THE EXTENT COVERED BY A MANUFACTURER'S WARRANTY, ALL EQUIPMENT IS PROVIDED "AS IS."**

10. Exclusive Remedy and Limitation of Liability

10.1 Exclusive Remedy. Owner's exclusive remedy for any defect in equipment or labor is repair, replacement, or re-performance as set forth in Section 8, at Company's election.

> **10.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, INABILITY TO ACCESS OR USE ANY NETWORK, INTERNET, OR CLOUD SERVICE, THEFT, PROPERTY DAMAGE, OR PERSONAL INJURY ARISING FROM EQUIPMENT FAILURE, SYSTEM DOWNTIME, NETWORK INTERRUPTION, OR FAILURE OF ANY SYSTEM TO DETECT, RECORD, TRANSMIT, OR PREVENT ANY EVENT. COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY OWNER TO COMPANY UNDER THIS AGREEMENT.**

> **THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, AND APPLY TO CLAIMS ARISING OUT OF OR RESULTING FROM THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF COMPANY, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS. OWNER ACKNOWLEDGES THAT THIS ALLOCATION OF RISK IS REFLECTED IN THE PRICE AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT IT. THIS SECTION DOES NOT LIMIT LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY LIABILITY THAT CANNOT BE LIMITED UNDER TEXAS LAW.**

10.3 Notice and Opportunity to Cure. Owner will notify Company in writing of any claimed defect within thirty (30) days of discovery and will afford Company a reasonable opportunity to inspect and cure before pursuing any other remedy.

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11. Warranty Exclusions

No warranty applies to, and Company is not responsible for, failure or damage arising from:

- Power surges, irregular or interrupted power, lightning, or failure to provide the dedicated circuits described in Section 7.1.
- Water intrusion, fire, pests, or acts of nature.
- Misuse, abuse, accident, or modification, service, or repair performed by anyone other than Company.
- Owner-provided, Builder-provided, or legacy equipment.
- Interruption, degradation, or discontinuation of internet, network, cellular, cable, satellite, or utility service.
- Changes to or discontinuation of third-party software, applications, cloud services, subscriptions, or manufacturer programming interfaces.
- Indoor-rated televisions installed outdoors. These are not covered under the manufacturer's warranty, and placing an indoor-rated television outside can create a fire hazard and a risk of electrical shock. Owner assumes this risk from the first day of installation. Only a UL-listed outdoor-rated television should be installed outside.
- Unauthorized access, hacking, cyberattack, ransomware, credential theft, or compromise of any network, device, account, or cloud service.
- Normal wear, cosmetic damage, and consumable items such as lamps and batteries.

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12. Remote Support and Service

12.1 This Agreement includes Owner's consent to enrollment in OvrC Remote Management Service and MyCrestron.com Residential Monitoring Service. Crestron may collect and store certain information from Owner devices for use with the service. Owner may terminate the service and revoke Company's right to access information and equipment at any time. Remote support requires active internet service and compatible hardware.

12.2 Price includes 90 days of remote service for system maintenance and troubleshooting following Substantial Completion. Service calls after 90 days are billable. Company offers service plans for ongoing remote service, which can expedite system maintenance and reduce onsite service calls.

12.3 Network and Cybersecurity. No network or connected system can be made fully secure. Company will configure equipment using commercially reasonable practices in effect at the time of installation, but does not warrant that any network, control system, camera, access control system, or connected device is immune from unauthorized access, interception, or compromise. Owner is responsible for maintaining and updating passwords, controlling who has physical and remote access to the premises and systems, and applying firmware and software updates outside of any active service plan. Company is not responsible for damages arising from unauthorized access, cyberattack, ransomware, credential sharing or theft, or from Owner's decision to decline recommended updates, service plans, or security measures. Ongoing firmware maintenance and security updates are available under a service plan and are not included in this Agreement.

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13. Photography and Publication

Owner agrees to allow Company to use photographic and video images of the home and Company-provided equipment in publications. Owner waives any right to inspect or approve the finished photographs or electronic materials used in conjunction with them, now or in the future, and waives any right to royalties or other compensation arising from their use. Site location and Owner's name will not be revealed unless express consent is provided by Owner.

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14. General

14.1 Company reserves the right to refuse service for non-payment, slow payment, or refusal to abide by the terms of this Agreement, and reserves the right to refuse service to clients who are combative or abusive toward Company employees.

14.2 This Agreement is governed by the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any dispute arising out of or related to this Agreement lies exclusively in Harris County, Texas.

14.3 In any action to enforce or interpret this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees and costs.

14.4 If any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remainder of the Agreement will remain in full force and effect.

14.5 Builder and Prime Contract Documents. Where Company performs work under a subcontract or other agreement with Builder, these Terms and Conditions are incorporated into that agreement by reference and are attached to it as an exhibit. Company does not accept flow-down of prime contract provisions that were not delivered to Company in writing before execution. Sections 8 through 11 of this Agreement govern warranty, remedies, and liability for Company's work notwithstanding any inconsistent provision of a subcontract or prime contract, unless Company has expressly agreed otherwise in a writing signed by an officer of Company.

14.6 Force Majeure. Company is not liable for any delay or failure to perform caused by conditions beyond its reasonable control, including acts of God, severe weather, freeze events, flood, fire, epidemic, war, terrorism, civil unrest, strikes or labor disputes, government action, tariffs or trade restrictions, utility or telecommunications failure, cyberattack, manufacturer discontinuation, semiconductor or component shortage, port congestion, carrier delay, or other supply chain disruption. Upon such an event, Company's time for performance is extended for the duration of the delay, and Company may, upon notice to Owner, adjust pricing to reflect documented increased costs of equipment, freight, or labor. If a force majeure condition continues for more than 120 days, either party may terminate the affected portion of the work, in which case Owner remains responsible for amounts due under Section 2.3.

14.7 Confidentiality and Client Information. In the course of performing this Agreement, Company may receive access to Owner's network credentials, account credentials, system configurations, security and surveillance systems, floor plans, and other non-public information. Company will keep such information confidential, will limit access to personnel who require it to perform the work, and will not disclose it to third parties except as necessary to perform the work, to obtain manufacturer support, or as required by law. Company does not monitor, review, retain, or distribute video, audio, or other recordings generated by systems it installs, and any access to such recordings is solely for the purpose of configuration, testing, and troubleshooting at Owner's direction. Owner is responsible for maintaining its own credentials under Section 7.3 and for revoking Company's access when it is no longer desired.

14.8 Survival. Sections 2 (Deposit and Payment), 8 (Limited Warranty), 9 (Disclaimer of Implied Warranties), 10 (Exclusive Remedy and Limitation of Liability), 11 (Warranty Exclusions), 13 (Photography and Publication), and 14 (General), together with Sections 7.11 and 12.3, survive completion, expiration, or termination of this Agreement.

14.9 Binding Effect; Death, Incapacity, or Transfer. This Agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. Neither party may assign this Agreement without the other's written consent, except that Company may assign it to a successor in connection with a sale or reorganization of its business.

In the event of the death, incapacity, dissolution, or bankruptcy of Owner, or the sale or transfer of the property before completion, Owner or Owner's representative will notify Company in writing promptly. Company may suspend further work until a personal representative, successor, or transferee is identified and confirms continuation of this Agreement in writing. All amounts then owed for labor performed, equipment ordered, and non-cancellable commitments become immediately due and payable. If no representative, successor, or transferee confirms continuation within sixty (60) days of Company's written request, Company may terminate this Agreement, and Section 2.3 governs amounts owed. Continued direction of the work, approval of Change Orders, or payment of invoices by any successor or transferee constitutes acceptance of this Agreement in its entirety.

Version History

Version	Effective	Notes
2026-08	August 1, 2026	Restructured into 14 sections. Added warranty disclaimer, limitation of liability, governing law, force majeure, confidentiality, cybersecurity, survival, and binding effect provisions.

Superseded versions remain available at their original URLs and continue to govern agreements executed while they were in effect.

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