**YOUR COMPANY Staging Agreement**

This home staging service agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the owners of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_heretofore referred to as the “Customer” and STAGING BUSINESS, at 555 Olive Street, San Diego, CA heretofore referred as the “Service Provider”

**IN CONSIDERATION OF** the mutual benefits and obligations set forth in the Agreement and Staging Proposal, the receipt of and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. **Payment Details:** Contract is considered valid under the following terms and conditions.

1. First two (2) months payment of $\_\_\_\_\_\_\_\_ paid on this date of execution of this agreement. $\_\_\_\_\_\_\_ to be auto-billed to credit card listed below for each consecutive month after initial two month period on a month to month basis until termination of contract. No partial months will be accepted nor refunds given. Time will begin on the day staging is completed.
2. The term of this agreement will begin on the date of this Agreement and will remain in full force until the completion of services on the De-Staging Day or before, upon successful sale of the property.
3. Customer must provide a minimum of 15 day written notice (via confirmed email) to cancel contract. For emergency pick-up (less than 15 day notice), there will be a charge of $75.00. Cancellations of less than 72 hours will be charged a 10% restocking fee.

2. **Delinquent Payment:** After 5 days from the due date each month, seller shall pay a late charge of $35.00. Any payment which is 15 days delinquent shall automatically terminate this agreement and Service Provider shall be immediately entitled to retake possession of furniture and accessories used in this staging service.

**Engagement**

1. The Customer hereby agrees to engage STAGING BUSINESS to provide the Customer with services listed in Staging Proposal. Staging, although proven to be effective, is a trained professional opinion and services provided do not in any way warrant or guarantee the sale of the home.
2. The Customer acknowledges before and after photographs will be taken during the Staging process and gives permission to STAGING BUSINESS use of these photographs in advertising and marketing.
3. The furniture and accessories herein shall be kept on property and shall not be moved within or off premises.
4. The Customer grants to STAGING BUSINESS’s employee’s permission to enter and use the property for the purpose of providing Home Staging Services listed in Staging Proposal.
5. Entry to the premises must be made available to STAGING BUSINESS immediately by way of providing a key and/or combination to lock box.
6. Customer acknowledges STAGING BUSINESS has permission to move anything within the property, as well as permission to put holes in the walls for artwork, etc… Touch-up is not the responsibility of STAGING BUSINESS.

**Furniture and Accessory Rental**

1. Customer agrees to have property “Stage Ready”. There is a 10% restocking fee if property is not Stage Ready.
2. Customer acknowledges receipt of the furniture and accessories in good condition by accepting delivery. Furniture and accessories remaining on the property are the direct responsibility of the Customer. All items are to be returned in the same condition, as when placed, otherwise replacement costs will be added to the invoice.
3. Furniture and accessories items are for display purposes only and not to be used whatsoever
4. STAGING BUSINESS has the right to enter premises for the purpose of checking on staging props, refreshing items and condition.
5. Customer agrees that if a petition of bankruptcy is filed by or against costumer, or a receiver is appointed, Staging Company may declare this agreement terminated and without notice or demand, or process of law, take the possession of the furniture and accessories wherever located. Customer shall pay all cost of locating and repossessing the furniture if the agreement is violated. Customer agrees that if a lawsuit is brought to collect money under this agreement, customer shall pay all court cost, including attorney’s fees, as the court shall determine. If court proceedings are filed, Staging Company may file for the then delinquent staging service fees plus fees for any damages to furniture and accessories.
6. In the event Customer is in violation of any of the terms of this agreement, Staging Company shall have the immediate right to remove the furniture and accessories from said premises.

**Liability and Governing Law**

1. STAGING BUSINESS shall have no liability to the Customer for any loss, damage, costs and other claims arising from information or instructions supplied by Customer that is incomplete or incorrect.
2. Is it the intention of the parties to this Agreement that all suits and special proceedings be construed in accordance with and governed by the laws of California

In witness whereof, the parties have hereunto set their hands the day and year written above

Customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Customer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_

All property owners of said premises must sign this agreement and upon doing the right and obligations of said persons shall be joint and several.

Staging Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Credit Card Authorization**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorize STAGING COMPANY to charge my credit card for the payments listed in this contract. I understand my credit card will be auto-billed after the first two months to a monthly auto bill of:\_\_\_\_\_\_ beginning on:\_\_\_\_\_\_\_\_\_\_.

Name on Card:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Card Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_Visa \_\_\_\_MC\_\_\_\_Amex Card Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp. Date:\_\_\_\_\_\_\_ Code:\_\_\_\_

**Customer Contact Information**

Customer Names: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell 1 #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell 2#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Current Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Addresses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Listing Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Notes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_