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Sample 2
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ASP Staging Business Issues & Samples
If you handle your own legal matters, it is important to be sure that all information you use – including the information contained here – is accurate, because laws change frequently along with fees, forms and procedures in your city/county/state/province/country. While it is our desire to keep information as current as possible, we assume no duty to update the information contained here, including the Article(s) and/or Sample Agreement(s) (collectively the “Materials”) and specifically disclaim any warranties respecting the accuracy, completeness or currency of the Materials provided. The Materials provided herein are provided “AS IS” and “WITHOUT WARRANTY OF ANY KIND” expressed or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). As with any new business venture, YOU SHOULD ALWAYS CONSULT YOUR OWN ATTORNEY, INSURANCE AND TAX ADVISOR(S) LICENSED IN YOUR AREA PRIOR TO BEGINNING YOUR HOME STAGING BUSINESS.

The following Materials are provided for general informational purposes and constitute neither exhaustive study nor legal, tax or insurance advice. They are often presented in summary or aggregate form. They are not meant as a substitute for the advice provided by your own attorney or insurance and tax professionals licensed in your area. The information and Materials are not intended to provide legal advice for you to rely on and your use, if any, does not create any attorney-client relationship of any kind. Applicability to any particular situation is dependant upon many factors, including variations of the laws in your area addressed to a specific set of known facts. Do not use this information as a substitute for obtaining professional advice from an attorney, insurance professional and tax advisor licensed in your city/county/state/province/country.
Home Staging Services Agreement

This Agreement for Home Staging Services at _______________ [Address] (the "Property") is made as of [date] by and between ________________, owner of the Property and a resident of [your State] (“Client”) and ________________, a [your State] corporation (“Staging Company”)

1. **Description of Services**

   Example 1:
   - Subject to the terms and conditions of this Agreement, [Staging Company] agrees to provide Home Staging Services at the Property, including but not limited to furniture arrangement, organization, clutter elimination, and enhancement [optional with furnishings, accessories and props rented by Client] for the purposes of Staging said Property.

   Example 2:
   - Professional Services: Upon the terms described herein, [Staging Company] agrees to Stage the Property at the above address. Areas to be Staged shall include [list rooms] and shall exclude [list rooms excluded from Staging].

   Optional – if you prepare a written Staging consultation and the client wants you to execute the Staging recommendations, instead of summarizing your Staging Services in the Agreement you may instead attach the written consultation as an addendum or exhibit to your Contract (e.g. Exhibit A, Addendum 1) and have the client initial all pages of the exhibit or addendum. See, e.g. Example 3:

   Example 3
   - Description of Services. Beginning on [date], [Staging Company] will provide the following Home Staging Services as described in the Written Staging Consultation attached as Exhibit A (collectively, the “Services).

2. **Payment**

   Example 1:
   - Client will pay to [Staging Company] the sum of $_____ for the Home Staging Services. Payment is due in full [choose one – upon signing this Agreement or upon completion of Staging services].

   Example 2:
   - Client will pay to [Staging Company] the sum of $_____ for Staging the Property. An initial nonrefundable payment of $_________ is due upon signing this Agreement and the remainder is due upon completion of the Staging Services.
Example 3:
- Client will pay to [Staging Company] $____ Staging Fee for Home Staging Services at the Property. [Optional – Staging Fee includes ASP professional Staging Team, loading, unloading, travel and actual Staging service conducted on the prescheduled day as well as deStaging the Property as the property sale closes.] The Staging Fee is due and payable in full upon completion of Home Staging Services.

Example 4:
- As compensation for the Staging Services provided at the Property, Client shall pay to [Staging Company] the following:
  - A deposit [or retainer] of $______ required upon signing. This deposit is not refundable. Additional payments will be billed in increments of ___ hours or $____. Hours worked will be kept by [Staging company] and confirmed by Client.

Example 5:
- Upon execution of this Agreement, Client shall concurrently pay to [Staging Company] the one time non-refundable fee of $______ for the Staging Services.

Example 6: *Home Staging Written Consultation Services*
- Client shall compensate [Staging Company] as follows: a payment of $____ shall be made payable upon execution of this Agreement. If Client requests, [Staging Company] can be hired for further Staging services and to execute the recommendations in the written Staging consultation report for an additional fee that will be based upon the scope of work to be done.

*Optional – Additional Payment Terms (Based on Your Policies for Your Business)*

**Example A:**
- Staging fees are due and payable in full prior to the Staging date [or upon completion of Staging services]. Staging services cancelled within ___ days of the Staging date will be assessed 50% of the total Staging Fee. A Staging date will be confirmed once the bid is approved by Client.

**Example B:**
- The Staging Fee does not include storage/moving materials. Client agrees to provide at no cost to [Staging Company] all such materials including but not limited to: packing boxes, bubble wrap, packing material & tape and marking pens.

3. **Client Consent**
Client hereby grants to [Staging Company] and its employees, agents, independent contractors and suppliers permission to enter upon and use the Property for the purpose of providing Home Staging Services listed above beginning on [date] and continuing until completed.

Client agrees to protect any and all valuables in or about the Property by removing them to safe storage before [date of Staging].

Client acknowledges and agrees that Client’s belongings may or may not be moved from room to room, or rearranged, or removed for storage (in the garage or off-site) at the sole discretion of [Staging Company]. Client further acknowledges and agrees that [Staging Company] may use nails or other similar materials to hang or display accessories as part of the Home Staging Services.

Client hereby grants permission to [Staging Company] for anything on the Property (both interior and exterior) to be moved or rearranged inside or outside, including furniture or items from cupboards, pantries, closets, drawers, and the like as [Staging Company] deems necessary in its sole discretion to prepare the Property for sale except for the following item(s):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

4. Release & Waiver

Assumption of Risk

Example 1

Client acknowledges and agrees that installation of mirrors, artwork, wall hangings and other furnishings during the Staging process may require hooks and/or nails to be placed in the walls of property. Upon removal, small holes will be left. Touch up work on these is the responsibility of Client.

Example 2

Client assumes all responsibility for personal property and for any markings or holes from artwork and/or furnishings incurred during installation, display and/or removal throughout the Staging process.

Hold Harmless

Example 1

Client further agrees to release, indemnify and hold harmless [Staging Company], its officers, employees, agents contractors and suppliers (“Releasees”) against any
and all losses, liabilities, damages, injuries, expenses and claims (including reasonable attorney’s fees) of Client or any third party arising from Releasees’ entry onto the Property and/or activities as authorized by this Agreement, whether caused by negligence or otherwise, including without limitation property damage and personal injury claims.

Example 2

- Client further agrees to release, indemnify and hold harmless [Staging Company], its officers, employees, agents, contractors and suppliers against any and all losses, accidents, liabilities, damages, injuries, expenses and claims resulting in whole or part, directly or indirectly, from the Staging process.

Example 3

- [Staging Company] is not liable for any personal injury or property damage resulting in whole or part, directly or indirectly, from the Staging process and/or from any use of rented furnishings and Client acknowledges and agrees to assume any such risk.

**Limitation of Liability:**

Example 1:

- CLIENT HEREBY AGREES THAT IN NO EVENT SHALL [Staging Company], ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND/OR SUPPLIERS’ TOTAL AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT.

Example 2:

- CLIENT AGREES THAT [Staging Company]’s TOTAL LIABILITY IS LIMITED TO A REFUND OF THE FEE ACTUALLY PAID FOR THE HOME STAGING SERVICES. THE LIABILITY OF [Staging Company]’s PRINCIPALS, EMPLOYEES, AGENTS, CONTRACTORS AND SUPPLIERS IS ALSO LIMITED TO THE FEE PAID BY CLIENT.

**[Optional] Absence of Warranties/Guarantees:**

Example 1:

- Client understands that [Staging Company] does not and cannot guarantee success or any particular result. While we shall use our best professional efforts to achieve a successful result, we can make no warranty or guarantee expressed or implied as to the successful sale of the Property in your favor. An expression of the relative merits of the Property and your chances of success are only expressions of opinion and estimates.

Example 2:

- By performing Home Staging Consultation Services, [Staging Company] shall use good faith best efforts to present the Property in the best possible manner to
potential buyers. [Staging Company] does not guarantee that the Property will sell faster, or at the highest market value, and is not responsible for the final outcome of any sale of the Property.

Example 3:
- Home Staging is a marketing tool to prepare a home for sale. This is not a home warranty, assessment, appraisal, guarantee expressed or implied, insurance policy or substitute for real estate transfer disclosures which may be required by law.

5. Photography & Publicity Release

Example 1:
- Client agrees to allow [Staging Company] to photograph staged areas of the Property before and after the work is completed and to use all such photographs for reference and marketing purposes. Client’s name will not be referenced.

Example 2:
- [Staging Company] shall have the right to photograph and otherwise record the Property (interior and exterior) before and after the provision of Staging services (collectively the “Likeness”) and use and re-use all such photographs and recordings in any media now known or hereafter developed worldwide in perpetuity for advertising, trade, promotion and publicity purposes without further notification or permission and with no remuneration to Client. Client agrees [Staging Company] may use all or part of the Likeness and may alter or modify it regardless of whether the Property is identifiable. Client further agrees that [Staging Company] owns all right, title and interest (including without limitation all copyrights) in all such photographs and recordings hereunder and releases [Staging Company] from any claims or liability arising out of the recording or use thereof.

[Optional Standard Terms]

Insurance

Example 1:
- Client is encouraged to obtain and/or maintain his or her own personal property loss insurance.

Example 2:
- Client agrees to have all personal property adequately insured throughout the Staging process.

Example 3:
- [Staging Company] shall provide proof of liability insurance per Client request.
Advertising

- Client acknowledges and agrees that [Staging Company] may reasonably advertise [Staging Company]'s services in the Property while the Property remains Staged.

Pre-Stage Cleaning

- Client agrees to have the Property, including carpeting and windows, professionally cleaned prior to [the Staging date].


Governing Law

- This Agreement shall be governed by the laws of the State of [Your State].

Entire Agreement

Example 1:

- This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

Example 2:

- This Agreement and the documents referred to herein (if any) constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions or agreements whether oral or written.

[Optional General Provisions]

Attachments and Exhibits

- All attachments and exhibits referred to in this Agreement are incorporated herein by reference.

Ownership of the Property:

- Client warrants that Client is the owner of record of the Property and has the right and authority to make and enter into this Agreement and to grant the rights set forth herein. Client acknowledges and agrees that no other authorization is necessary to enable [Staging Company] to use the Property for the purposes herein contemplated.

Severability

- If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force.
and effect and shall be construed as if the unenforceable portion(s) were deleted.

Signatures

Example 1:

☐ ACCEPTED AND AGREED THIS ___ day of ____________, 200[

Client/Property Owner

By _____________________
Printed Name_____________
Date____________________
Address_________________

Staging Company

By _____________________
Printed Name_____________
Date____________________
Address_________________

Example 2:

☐ By signing below, Client agrees to pay [Staging Company] the above fees in full upon completion of Staging [or before Staging date].

ACCEPTED AND AGREED THIS ___ day of ____________, 200[

Client/Property Owner

By _____________________
Printed Name_____________
Date____________________
Address_________________

Staging Company

By _____________________
Printed Name_____________
Date____________________
Address_________________

Example 3:

☐ Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.
ACCEPTED AND AGREED THIS ___ day of ____________, 200[]

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<th>Staging Company</th>
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Example 4:

- YOU SHOULD READ AND UNDERSTAND THIS AGREEMENT. IT IS A LEGAL AND BINDING CONTRACT. Signing below means you have read the Staging Agreement, are in full agreement with it and have received a copy of the fully executed Staging Agreement.

ACCEPTED AND AGREED THIS ___ day of ____________, 200[]

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