

**STAGING CONTRACT WITH
ECLECTIC STAGING, LLC
REALTOR**

This Staging Contract (the "Contract") made and entered into this November____, 2019 by and between Eclectic Staging, LLC, a Michigan limited liability company with a business address of 1025 Coldspring Drive, Northville, MI 48167 (hereinafter called "Stager") and _____, whose address is _____ (hereinafter called "Realtor").

WITNESSETH:

In consideration of the mutual promises herein contained, Stager shall provide to Realtor at various houses as requested by Realtor, (hereinafter collectively referred to as "Premises") materials and services, and Realtor shall provide access to the Premises at all reasonable times and timely pay to Stager for all materials and work provided as set forth below.

1. SCOPE OF WORK TO BE PROVIDED BY STAGER

- a. Stager shall meet Realtor/homeowner to determine a course of action and provide a list of functions ("HOMEWORK") to be performed by the homeowner prior to staging.
- b. Stager shall bring in and stage the furniture and accent pieces as required in the sole discretion of Stager.
- c. Stager shall incorporate the homeowners furnishing to make the Premises salable.
- d. All of the items will remain on the premises for the earlier of Sixty (60) days or once the Premises are under Contract and passes inspection. Realtor shall notify Stager once the Premises are under Contract and again upon completion of inspection contingency.

2. PAYMENT

The price of the above described scope of work will be established by Stager upon Stager's pricing policies. If Realtor desires the items to remain on the Premises beyond Sixty (60) days there will be a charge of equal to the initial charge for each additional Sixty (60) day period. Payment is required within ten (10) days of invoicing. If payment is not received within Ten (10) days from day of invoice, there will be a late charge of \$25.00 for each and every ten (10) day period in which the invoice remains unpaid.

3. SCHEDULE

This project be staged within Thirty (30) days of execution of this Agreement unless otherwise agreed to by the parties.

4. REALTORS RESPONSIBILITY

The Realtor is responsible to have performed the HOMEWORK items set forth above and to move and furniture required to be removed from the Premises.

5. LIABILITY

Stager shall not be liable to Realtor or to any other person for any damage to or loss of property, or for injury to or death of persons or for the violation by Realtor or any other person of any governmental statute, law, regulation, rule, or ordinance, arising from the operation or

activities of Realtor or any other person pursuant to this Contract. Realtor shall be liable for the value of all items left on the Premises, whether lost, damaged or destroyed.

6. REALTOR'S INSURANCE REQUIREMENTS

(a) Realtor shall at all time relevant to the Contract keep the Premises insured for property damage and General liability coverage sufficient to insure the fair market value of the Premises.

7. ENTIRE AGREEMENT; MODIFICATIONS

This Contract cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices, amendments, promises, and understandings between the parties pertaining to the matters covered under this Contract, except any indebtedness owed to Stager by Realtor, and is a final, complete and exclusive statement of the agreement between Stager and Realtor. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendment, deletion, modification, or alteration to this Contract shall have any effect unless and until made in writing and signed by an authorized representative of Stager and by Realtor. EXECUTION OF THIS CONTRACT BY REALTOR IS AN ACKNOWLEDGEMENT THAT NO REPRESENTATIONS NOT SET FORTH IN WRITING HEREIN HAVE BEEN MADE OR RELIED UPON BY REALTOR.

8. DAMAGES

NO CLAIM SHALL BE MADE UNDER THIS CONTRACT FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EXCEPT AS PROVIDED OTHERWISE BY LAW. IF STAGER IS REQUIRED TO COMMENCE ANY COLLECTION ACTIVITY, REALTOR SHALL BE RESPONSIBLE FOR ALL COLLECTION COSTS INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES AND COSTS. BOTH PARTIES AGREE THE CONTRACT WAS ENTERED INTO IN PLYMOUTH, MICHIGAN AND AGREE TO THE JURISDICTION OF THE PLYMOUTH DISTRICT COURT AND THE WAYNE COUNTY CIRCUIT COURT.

9. COMMENCEMENT

This Contract or any modification thereof shall not be binding upon Stager until signed on its behalf by an authorized representative of Stager. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Stager of this requirement.

Executed this the 9th day of March, 2019

STAGER:

REALTOR:

ECLECTIC STAGING, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____