

## **STAGING CONTRACT WITH ECLECTIC STAGING, LLC**

This Staging Contract (the "Contract") made and entered into this \_\_\_\_\_, 2018 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 \_\_\_\_\_ (hereinafter called "Client").

### **WITNESSETH:**

In consideration of the mutual promises herein contained, Stager shall provide to Client at the premises located at \_\_\_\_\_, (the "Premises") materials and services, and Client 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 set forth in the attached Exhibit A.
- c. Stager shall incorporate the homeowners furnishing to make the Premises salable.
- d. All of the items set forth on Exhibit A will remain on the premises for the earlier of Ninety (90) days or once the Premises are under Contract and passes inspection. Client shall notify Stager once the Premises are under Contract and again upon completion of inspection contingency.

#### **2. PRICE**

The price of the above described scope of work is \_\_\_\_\_.

If Client desires the items on Exhibit A to remain on the Premises beyond Ninety (90) days there will be a charge of \_\_\_\_\_ for each additional Thirty (30) day period.

#### **3. SCHEDULE**

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

#### **4. CLIENTS RESPONSIBILITY**

The Client is required to make payment to Stager at time of staging. The Client 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 Client 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 Client or any other person of any governmental statute, law, regulation, rule, or ordinance, arising from the operation or

activities of Client or any other person pursuant to this Contract. Client shall be liable for the value as set forth therein, of all of the items set forth on Exhibit A and will be paid to Stager immediately if any item is damaged or destroyed.

#### 6. CLIENT'S INSURANCE REQUIREMENTS

(a) Client 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 Client, and is a final, complete and exclusive statement of the agreement between Stager and Client. 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 Client. EXECUTION OF THIS CONTRACT BY CLIENT IS AN ACKNOWLEDGEMENT THAT NO REPRESENTATIONS NOT SET FORTH IN WRITING HEREIN HAVE BEEN MADE OR RELIED UPON BY CLIENT.

#### 8. DAMAGES

NO CLAIM SHALL BE MADE UNDER THIS CONTRACT FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EXCEPT AS PROVIDED OTHERWISE BY LAW.

#### 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 \_\_\_\_ day of \_\_\_\_\_, 2018

**STAGER:**

**CLIENT:**

ECLECTIC STAGING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**ITEM**

**VALUE**[illegible]

[illegible][illegible]