

Toscano Interiors Home Staging Services Agreement

This Agreement for Home Staging Services at _____ [Address] (the “Property”) is made as of _____ by and between _____, owner of the Property and a resident of Colorado (“Client”) and _____ a Colorado corporation (“Staging Company”)

Description of Services

Professional Owner Occupied Staging Services: Subject to the terms and conditions of this Agreement, Toscano Interiors agrees to provide Home Staging Services at the Property, including but not limited to furniture arrangement, organization, clutter elimination, and enhancement [*optional* with accessories and props rented by Client, no furniture or linens] for the purposes of Staging said Property.

Professional Vacant Staging Services: Upon the terms described herein, Toscano Interiors agrees to Stage the Property at the above address. Areas to be Staged shall include:

and shall exclude:

Payment

Client will pay to Toscano Interiors the sum of \$_____ for the Home Staging Services. 50% non-refundable deposit is due in full at the time of scheduling. Appointments cancelled 3 days before scheduled any staging appointments to include no show appointments for delivery or pick up, or Client fails to complete “Staging Checklist” by the time of the Final Staging Appointment, the Client will be charged a \$50 ‘Untimely Change Fee’

Client will pay to Toscano Interiors the remaining 50% balance of \$_____ for Staging the Property at the final install.

Client Consent

Client hereby grants to Toscano Interiors 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 [_____] and continuing until completed.

Client agrees to protect any and all valuables in or about the Property by removing them to safe storage before staging begins.

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 Toscano Interiors. Client further acknowledges and agrees that Toscano Interiors may use nails or other similar materials to hang or display accessories as part of the Home Staging Services.

Client hereby grants permission to Toscano Interiors 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 Toscano Interiors deems necessary in its sole discretion to prepare the Property for sale except for the following item(s):

Release & Waiver

Assumption of Risk

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.

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

Client further agrees to release, indemnify and hold harmless Toscano Interiors, 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.

Client further agrees to release, indemnify and hold harmless Toscano Interiors, 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.

Toscano Interiors 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:

CLIENT HEREBY AGREES THAT IN NO EVENT SHALL TOSCANO INTERIORS, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND/OR SUPPLIERS' TOTAL AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT.

CLIENT AGREES THAT TOSCANO INTERIORS TOTAL LIABILITY IS LIMITED TO A REFUND OF THE FEE ACTUALLY PAID FOR THE HOME STAGING SERVICES. THE LIABILITY OF TOSCANO INTERIORS PRINCIPALS, EMPLOYEES, AGENTS, CONTRACTORS AND SUPPLIERS IS ALSO LIMITED TO THE FEE PAID BY CLIENT.

Absence of Warranties/Guarantees:

Client understands that Toscano Interiors 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.

By performing Home Staging Consultation Services, Toscano Interiors shall use good faith best efforts to present the Property in the best possible manner to potential buyers. Toscano Interiors 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.

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.

Photography & Publicity Release

Client agrees to allow Toscano Interiors 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.

Toscano Interiors 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 Toscano Interiors] 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 Toscano Interiors owns all right, title and interest (including without limitation all copyrights) in all such photographs and recordings hereunder and releases Toscano Interiors from any claims or liability arising out of the recording or use thereof.

Insurance

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

Client agrees to have all personal property adequately insured throughout the Staging process.

Advertising

Client acknowledges and agrees that Toscano Interiors may reasonably advertise Toscano Interiors 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 _____. Client agrees that there will be no painting, remodeling, not limited to plumbing, electrical work while home is staged.

General Provisions

Governing Law

This Agreement shall be governed by the laws of the State of Colorado.

Entire Agreement

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.

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.

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 Toscano Interiors 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.

By signing below, Client agrees to pay Toscano Interiors the above fees in full [all late invoices will be charged a \$25 late fee for every week the remaining balance is not paid in full] upon completion of Staging.

ACCEPTED AND AGREED THIS ___ day of _____, 20

Client/Property Owner

By _____ Printed Name _____

Date _____

Address _____

Staging Company

By _____ Printed Name _____

Date _____

Address _____
