

# **Conditions of Sales**

In consideration of the mutual benefits and obligations set forth in this Agreement of staging, the receipt of and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

# 1) COMMITMENT

- A) The customer hereby agrees to engage EZHS to provide the customer with the services listed in agreement for staging. Although staging has been proven to be instrumental in the sales of many properties according to professional experts, EZHS does not in any ways warrant or guaranty the sale of any properties.
- B) The customer grants permission to EZHS to take before and after photographs during the staging process which can be used by EZHS for advertising and marketing promotion.
- C) The customer is liable to take care of the schedule premises—and maintain ALL EZHS ITEMS in good condition and to keep all items in the condition received, excluding normal wear and tear. Damaged or missing item will be billed to customer at replacement cost. Client acknowledges that all items and accessories are owned by EZHS for display purposes only. The premise all EZHS should facilities the sell of the premises, an accelerate this process, and not be used for any other purpose or events. Client further acknowledges and agrees that the EZHS items and accessories shall remain at the Premises during the entire term of this Agreement and shall not be removed from the Premises, except by EZHS.
- D) 1) The customer grants to EZHS's employee's permission to enter and use the property for the purpose of providing Home Staging Services.
- D) 2) The Customer will provide access/key to the premises to EZHS for the duration of this staging contract or until the home is sold, whichever comes first.
- E) All EZHS items and accessories installed in the premises by EZHS representatives will not be moved or removed by any third parties.
- F) Customer agrees to refrain from any pest treatment while staging items are in the house.
- G) Customer will not conduct painting or other house repairs while EZHS items and accessories is installed that could damage or soil installed items.

- H) Customer acknowledges EZHS 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 EZHS.
- I) The customer hereby, certifies that the premises is not in foreclosure or short sale at the time of signing signature of this contract, prior to the foreclosure or short sale by the bank customer agrees to inform EZHS sufficiently in advance, to allow them to remove the furniture and accessories.

## 2) CONDITIONS OF THIS AGREEMENT

- A) Customer agrees to have the premises ready for staging at the signature of this contract. Premises must be clean, water and power must be turned on. There is a 10% restocking fee if property is not stage ready.
- B) 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.
- C) Furniture and accessories items are for display purposes only and not to be used whatsoever.
- D) EZHS has the right to enter premises for the purpose of checking on all items, refreshing all accessories and check the general condition of the staging.
- E) Customer agrees that if a petition of bankruptcy is filed by or against customer, or a receiver is appointed, EZHS declares 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 costs, including attorney's fees, as the court shall determine. If court proceedings are filed, EZHS may file for the then delinquent staging service fees for any damages to all items and accessories.
- F) In the event the customer is in violation of any terms of this agreement, EZHS shall have the immediate right to remove the furniture and accessories from said premises.

## 3) LENGHT OF THE CONTRACT

A) This agreement shall be effective for a period of one month. If within this time the premises is not sold, all items will be removed by an EZHS designated agent.

B) In the event that the owner wishes to extend a month to month agreement, an extension addendum can be provided and signed by all parties.

## 4) PAIEMENT

<u>Paiement details</u>: Staging agreement is considered valid under the following terms and conditions.

A) This staging will be charged for ONE month up front.

The amount charged for this contract of ONE month is not refundable, even if the house is sold before the end of the contract.

B) If the owner chooses to extend the period, he will be charged month to month. If the contract is extended, each month began, is due and not refundable.

After 5 days from the due date each month, seller shall pay a late charge of \$35. Any payment which is 15 days delinquent shall automatically terminate this agreement and Service Provider call be immediately entitled to retake possession of furniture and accessories used in this staging service.

# 5) LIABILITY AND GOVERNING LAW

- A) HSF EZHS shall not be liable for any loss, damage, costs and other claims arising from information supplied by customer that is incomplete or incorrect.
- B) It is the intention of the parties to this agreement that all suits and special proceedings be construed in accordance with and governed by the law of Nevada.

In witness of this agreement, all parties part of this agreement, will personally sign this agreement inclusive of date of the execution of this agreement.

## 6) INSURANCE

A) Customer shall provide proof of insurance to cover the value of all items in the staging agreement of the premises if EZHS makes demand.