

STAGING PROPOSAL

Way

Highlands Ranch, CO 80129

One Nest LLC

Salem Webb, Owner

www.OneNestHomeStaging.com

720-224-4929

salem@onenesths.com





Contract for Services

February 23, 2020

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720-224-4929
salem@onenesths.com

HOME OWNER CONTACT INFORMATION

Name: _____
Mailing Address: _____

Phone: _____
Email: _____

BROKER CONTACT INFORMATION

Label Laying
[Redacted]
[Redacted]
[Redacted] .net

Check here if real estate broker is to be primary contact

This Contract for Services (Contract) has been prepared for home staging services at [Redacted] 80129. The following terms and conditions apply to the Contract between One Nest LLC and [Redacted] (heretofore referred to as Client) for staging and inventory rental. Rental period and payment is as noted in Terms & Conditions with a **delivery/setup date of Tuesday, February 25 – Thursday, February 27.**

Please allow a minimum of 7 business days to schedule delivery/setup. Note: to secure the best delivery/setup rate One Nest has arranged for delivery on Tues, 2/25/2020 and has waived the expedited setup/design fees as client has agreed to a flexible staging period extending over Wednesday/Thursday 2/26-27/2020. Please note that delivery/setup may be adjusted due to inclement weather to ensure the safety and cleanliness of your home.

Initial inventory rental period is for four (4) weeks and expires at 12:00p (noon) on Thursday, 3/26/2020 unless a) extended in writing by client and agreed to by One Nest LLC prior to expiration or b) closing date is prior to contract expiration in which case staging inventory must be made available for pickup prior to closing date.

Delivery dates are subject to availability at time to booking/payment and cannot be guaranteed or held prior to contract finalization; delivery and pickup dates stated above are pending until final booking confirmation.

RATES

Total due is \$2650 and includes initial four-week rental period for the following areas, as well as design fees, labor costs, taxes, delivery, setup and removal. Payment is due to in full prior to delivery confirmation.

Areas to be staged for 8885 Hunters Way:

Main floor front formal sitting room, front office space re-stage using existing furniture with supplemental décor, dining room, main floor family room, breakfast nook, light kitchen décor including bar seating for two

Additional time, if needed, can be rented at \$1850 for the first additional four-week block, \$925 for the second four-week block, and \$463 for third or additional four-week blocks. Additional blocks after initial may be prorated per full week if the entire time is not needed.

TERMS & CONDITIONS

Payment

Delinquent payments will result in delivery delay and/or Contract termination with a restocking fee of 10% of total inventory rental rate. Delivery rescheduling fees are as noted below under "Delivery & Setup".

Payment and signed contract are due prior to scheduling/confirming delivery. Delivery dates are subject to availability.

Initial payment total as listed under RATES on page 1 and includes initial four-week rental period, as well as design fees, labor costs, taxes, delivery, setup and removal. If contract is canceled prior to delivery being scheduled, a refund may be provided less any non-refundable deposit payments. If contract is canceled after delivery has been scheduled, a 50% refund may be provided (exclusive of non-refundable deposit payments). If contract is canceled after delivery/setup refunds and prorations are not provided.

Extension of Rental Terms

Extended rental terms after the first four-week block can be obtained by contacting One Nest LLC at least 7 business days prior to the expiration of the current Contract; One Nest LLC will oblige whenever possible, however cannot guarantee additional availability and additional charges may apply. If additional availability is not possible all inventory items must be made available for pickup upon expiration of Contract.

Charges for Approved Additional Rental Terms: additional charges will be billed in full upon contract extension and are due upon receipt of invoice; additional charges are as noted under RATES on page 1 of contract and will be prorated and refunded on a per week basis with at least 7 days business notice for rescheduled pickup date.

Third-Party Contracts

In order to provide our clients with a wide selection of current, quality inventory which optimally complements the style of their home, One Nest LLC has established relationships with local, third-party companies to secure portions of the inventory which may be used in staging your home. One Nest LLC will hand select each item to be used in staging your home (whether rented through One Nest LLC or a third party) to ensure a cohesive, expertly curated design which will optimally complement your home and attract your buyers. Contracts with third party vendors will be coordinated by One Nest LLC and signed by Client. Client will be solely responsible for financial obligations resulting from cancellations or changes made as a result of Client's directives and/or actions.

N/A – All inventory to be used in this stage is property of One Nest LLC

Delivery & Setup

Staging rental inventory to be delivered upon date indicated in this Contract. **Items will be setup exclusively by One Nest LLC and their representatives, and shall remain in their staged configuration, unused, for the duration of the rental period. Under no circumstances will inventory be removed from the property, rearranged, or reconfigured by anyone other than One Nest LLC.** Please contact One Nest LLC for prompt assistance regarding alternate arrangements or removal; we will make every effort to accommodate requests, however additional charges may apply. Labor hours are billed at \$100/hr inclusive of travel time. Additional delivery/pickup charges are billed starting at a minimum of \$200 and may increase based on time and scope of request.

Delivery Rescheduling Fee:

- \$0 - Waived with at least 7 business days notice
- \$300 - If requested at least 24 hrs prior to contracted delivery date
- Delivery rebooking fee with less than 24 hours notice is a minimum of \$300 but may be subject to full cost of delivery, as well as 10% restocking fee and labor hours. Please allow a minimum of 7 business days to schedule or reschedule delivery.

Property Access & Staging/Destaging Windows

By signing this Contract Client grants One Nest LLC and it's accompanied representatives permission to enter and use the property for the purposes of home staging, including but not limited to return visits to adjust or monitor inventory as requested by One Nest LLC. Inability to access property at scheduled times, or refusal to accommodate request times, will result in additional fees including but not limited to labor hours, delivery rescheduling charges, contract termination, restocking fees, and legal fees for assistance in coordinating inventory pickup. Property Accessibility also encompasses parking for delivery vehicles at the closest street access point from property. For single-family residential properties this would be street parking directly in front of the home with clear access to driveway and/or sidewalk. For multi-unit properties this would be the nearest reasonable loading/unloading area to the unit.

Delivery

Please allow ONE FULL DAY for staging, or as otherwise noted for delivery/setup on Page 1 of Contract. Staging is the last step prior to photographing and releasing a live listing. For the safety of your home, staging inventory, and the quality of the work product offered by One Nest LLC no additional contracting, cleaning, or maintenance should be performed after delivery/setup. Upon delivery/setup arrival home must be clean, vacant, and "photo ready". One Nest LLC is not responsible for cleaning, but will ensure that all staged areas are tidied, swept, and left in their "as-found" condition upon departure.

If delivery needs to be rescheduled for any reason, including ongoing or unfinished interior activities or packing, please contact One Nest LLC immediately. Delivery rebooking fee with 24 hour notice is \$300, due prior to rebooking. Delivery rebooking fee with less than 24 hours notice is a minimum of \$300 but may be subject to full cost of delivery, as well as 10% restocking fee and labor hours. Please allow a minimum of 7 business days to schedule or reschedule delivery. Delivery dates subject to availability.

Delivery and staging cannot be performed in the presence of ongoing contracting work (including but not limited to painting, cleaning, or any interior improvements) and no interior work shall be performed after delivery and setup.

If home is not ready to stage upon arrival, as described above and in the sole discretion of One Nest LLC, delivery will need to be rescheduled with additional fees applying. These include but are not limited to the full cost of delivery, 10% restocking fee, and labor hours. Labor hours are billed at the rate of \$100/hr inclusive of travel time; full restocking/re-delivery fees start at a minimum of 10% of rental inventory cost and minimum \$500 delivery fee subject to scope of job.

Pickup

All inventory must be available for pickup at the time of Rental Contract expiration, or prior to closing date, whichever comes first. One Nest LLC will contact designated party prior to contract expiration to provide pickup arrival window.

Additional charges may apply if access to property is not made available. One Nest LLC reserves the right to charge additional rental and recovery fees above the standard rate should property be inaccessible upon arrival, or for the required duration of time needed, in the sole discretion of One Nest LLC, to safely and carefully de-stage property. Please note only One Nest LLC, their accompanied representatives, homeowner(s), and parties to the contract may be on property during the de-staging process.

Please advise One Nest LLC as soon as property is under contract, as well as closing date, to ensure a convenient pickup time for staging inventory can be arranged and avoid "emergency charges" (less than 7 business days notice). All staging items must be made available for pickup prior to closing date, regardless of contract expiration date. It is advisable to keep staging in place at least through inspection resolution deadline, or until Client and/or listing agent feel confident that the contract will proceed to closing.

Please allow TWO DAYS for de-staging. A One Nest LLC representative will arrive the day prior to inventory pickup to pack and tidy property, with accompanied moving crew arriving the following day for inventory removal.

One Nest LLC will work as quickly and carefully as possible when de-staging; however, Client understands that due to the nature of the moving process an exact departure time cannot be given and will allow One Nest LLC and accompanied representatives to remain on property for as long as necessary to safely and carefully de-stage and tidy up upon departure. Client also understands that One Nest LLC is not responsible for cleaning or property maintenance, and will leave property in as-found condition upon departure.

Should contract be canceled for any reason or by any party (including but not limited to expiration, breach of contract, property sale) all staging inventory must be made available for pickup immediately and if needed One Nest LLC allowed a reasonable amount of time, as defined by industry standard, to schedule and complete de-staging. Client also agrees to allow One Nest LLC access to property throughout the Contract Period within 48 hours of request to check on inventory and/or refresh work product.

One Nest LLC will make every effort to accommodate specific delivery/setup/pickup/ time requests. Please note that due to the nature of the delivery/setup/de-staging process, an exact time is usually not possible. Delivery and Pickup of inventory will be scheduled as a window, as is industry standard; One Nest LLC will remain in contact throughout the process to provide courtesy updates when possible on more accurate arrival/departure times. **Use of a Lockbox is highly encouraged to save time and ensure prompt access upon arrival.**

Inventory Specifications

Areas to be staged are as noted on page 1 of Contract and as discussed with client. One Nest LLC can provide "mood boards" or sample inventory photos for use in communicating style and general design to be used, and is happy to work with Client to accommodate requests where possible. Final inventory selection, design, and setup configuration are in the sole discretion of One Nest LLC. Requests for design changes or modification after staging will be billed at the hourly rate of \$100/hour inclusive of redesign, sourcing, travel, and delivery fees.

Rental Period

Initial rental period is for a four (4) week block from date of delivery or as noted on Page 1 of Contract, or prior to property sale/closing date, whichever may come first. Additional time MUST be arranged no later than 7 business days prior to contracted pickup date. Additional rental fees will be charged in full per four week rate, as noted under "Rate" on page 1 of Contract, on the first day of the additional billing cycle, but may be prorated per full week and balance refunded to client, if items are picked up prior to end of billing cycle. Inventory items coordinated by One Nest LLC through a third party are subject to separate terms and conditions.

Use

All inventory is provided for display purposes only and shall be returned in unused condition.

Damaged/Missing Items

An itemized delivery manifest may be provided upon delivery/setup if deemed necessary in the sole discretion of One Nest LLC; client is asked to review and sign, stating that all items will remain within the home, unused, and in their current condition and configuration. Client also agrees to keep the home heated/cooled to a level that will not pose damage to staging inventory. Upon expiration of Contract and removal, all items will be inventoried and inspected. Damaged or missing items are subject to full retail value as well as a 10% replacement fee.

Should an item become damaged or missing during a Contract please advise One Nest LLC immediately for assistance prior to the expiration of Contract so that we can ensure the safety and quality presentation of your home.

2/23/2020 – <Salem Webb> Itemized inventory list will not be required in this instance, provided home remains vacant and unused, with exception of approved buyer showings booked through MLS/Listing Agent and open houses coordinated by Listing Agent.

Release of Liability

By signing Contract Client releases One Nest LLC from all liability and agrees to hold harmless for any damage or injury to property or persons occurring during the normal course of home staging or from use or existence of inventory placed on the property. Client also acknowledges that One Nest LLC is not responsible for property touch ups or cleaning (including but not limited to holes left from picture hangers for wall hangings, etc).

Photography Release


By signing Contract Client authorizes One Nest LLC to obtain and use property photos (both before and after) for marketing or other purposes; One Nest LLC will respect the privacy of all clients and will never disclose the name or physical address of Client or property.

Liability & Governing Law

One Nest LLC shall have no liability to the Client for any loss, damage, costs or other claims arising from information or instructions supplied by Client that is incomplete or incorrect. Additionally, it is the intent of the parties to this contract that all disagreements and suits shall be governed in accordance with Colorado state law. Client agrees all disputes shall be handled in Douglas County.

AUTHORIZATION:

I have read and agree to the above *Terms & Conditions* and agree to the term, dates, & costs outlined herein:



Feb 23, 2020

Signature of Client

Date

Printed Name