E-Design Terms of Agreement for Magnolia Lane Home Staging LLC

1. E-Design Consultation (Project) is a consultation service only. All recommendations are regarded as suggestions to improve the look of your space and not intended for construction purposes. Decorator makes no representations, and expressly disclaims all responsibilities, about the suitability, for any purpose, of the Design Concept. The design scheme is provided “as is” without expressed or implied warranty of any kind. Decorator disclaims all warranties with regard to the design scheme including all implied warranties of merchantability and fitness for a particular purpose. To the extent that U.S. states provide rights in addition to those above, or do not allow limitation or exclusion of implied warranties, the above limitations may not apply thereby making such clause or any portion thereof invalid, it shall be limited and shall not affect the validity or enforceability of the remainder of the clause.

2. Client agrees to provide full information regarding the Client’s requirements for the Project at initial interview.

3. Estimates of fixed costs prepared by the Decorator represent the Decorator’s best judgment as a professional familiar with the industry. The Decorator does not have control over manufacturers, laborers, delivery, or showroom costs and accordingly, cannot and does not warrant or represent that prices will not vary from the prepared estimates. In no event shall either party be liable for any consequential, special, punitive, exemplary, or indirect damages, including but not limited to any damages for anticipated profits, loss of revenue, economic loss, cost of procurement of substitute goods or services, loss of use of goods, or interruption of business or personal affairs, arising in any way out of this Agreement, under any theory of liability in contract, tort, or otherwise. These limitations shall apply notwithstanding the failure of the essential purposes of any limited remedy.

Decorator’s total liability for any cause of action related to this Agreement shall be exclusively limited to and shall not exceed the fees received by Decorator for the performance of Services under this Agreement. The foregoing right to monetary damages shall be in lieu of all other remedies which Client may have against Decorator.

Client agrees to indemnify, defend and hold the Decorator harmless to the fullest extent permitted by law from and against any third-party claims, losses, liabilities, damages, costs and expenses relating to or arising out of the negligence, failure and/or acts or omissions on the part of Client or any architect, vendor, supplier, contractor or agent hired or retained by Client.

4. Decorator does not incur any responsibility for quality or construction of purchased or fabricated items, nor any responsibility for delivery times or lead times for fabrication, installation, or safety precautions in connection with the Project or for the acts or omissions of the contractor or any subcontractor, supplier, vendor, store, or other person performing the work or providing product on the Project; (including any recommended by Decorator), or for any failure of them to meet any schedules or completion dates as any of them are independently-owned and operated separately from Magnolia Lane Home Staging LLC. Client to verify fit of each recommendation and verify item (s) can deliver into room through elevators, doors, passage clearances, etc. and within the space (pipes, base trim, window heights, etc.). Client and contractor are responsible for review and verification of dimensions or quantities. Decorator has no control over market conditions, availability of labor, contractor or fabricator’s method of pricing or construction.

5. *Design Boards & Proposals:*

Client acknowledges that Decorator’s design boards and proposed specifications, including the design scheme, may include written materials or documentation that describe, support, or engender concepts, ideas, instructions, samples, related materials or documentation, photographs, drawings, schematics and copies of the foregoing, all of which may be subject to copyright, patent, trademark, right(s) of publicity and/or attribution rights (collectively, “Proprietary Rights”). Decorator hereby reserves all right, title and interest in and to such Proprietary Rights, whether registered or registerable, patented or patentable. Client agrees to not challenge the validity or enforceability of Decorator’s Proprietary Rights. Proposals and the Design Concept are proprietary and exclusive to Decorator, and Client shall not copy, distribute, or make Proposals available to any third party without Decorator’s express written permission. Under no circumstances shall Client alter or remove, efface or obscure any trademarks, labels or other proprietary notices, except with Decorator’s express written permission. Client shall have the unlimited right to the quiet use and enjoyment of the results and proceeds of the Design Concept in the Project and any Proprietary Rights embodied therein upon completion of the Project by Decorator. Decorator’s drawings are conceptual in nature and are intended to set forth design intent, they are not to be used for architectural or engineering purposes. Services do not include modifications to structural, heating, air-conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project.

6. *Marketing:*

Client hereby grants Decorator permission to include a description of the project in any marketing, promotional and/or advertising campaigns, and Decorator shall obtain permission from Client prior to using Client’s name and/or street name.

7. Decorator will perform the services in good faith but cannot be responsible for the performance, quality, or timely completion of work by any third parties. Decorator shall not be responsible for any changes to the Project that the Client or Contractor(s), as applicable, make without informing Decorator. Decorator shall not be responsible for ensuring that any contractor or architect is duly-licensed, nor liable for any act or omission of any third-party or manufacturer, including mistakes, delays, or incomplete orders. Decorator shall have no liability for the design of structural, electrical, plumbing, heating or other mechanical systems that exist or might be needed. The Decorator shall not be responsible for any act or omission of any third-party, including but not limited to schedules or failure to install the work in accordance with the contract documents. The Decorator shall not be liable for any damage to the Premises, Client’s property, or its personal belongings due to the act or omission of hired laborers, contractors, carpenters, plumbers, electricians, installers or other tradespeople.

8. Client is responsible for necessary permits and approvals from building management for proposed designs and construction. Client is also responsible for providing a place to receive, unpack, and store products prior to installation, and for providing approvals expeditiously

9. Magnolia Lane Home Staging LLC cannot be held responsible for arranging repairs, replacement or freight claims for purchases made in conjunction with recommendations for Project. By paying Decorator, you agree to these terms and conditions.

TIMING:

1. Full payment must be received before Magnolia Lane Home Staging LLC begins E-Design work.

2. Client to provide Space Info (i.e. measurements, photos, inspiration images, as necessary), within 3 days of payment being sent. Magnolia Lane Home Staging LLC not responsible for inaccurate site measurements or site information. If Magnolia Lane Home Staging LLC measures the site in-person, Client to verify all measurements for accuracy.

3. Client agrees to schedule an Initial Phone Call within 5 days (at a mutually convenient time) of sending Space Info, wherein Magnolia Lane Home Staging LLC will follow-up with questions/comments based on space Info. If there are any outstanding questions based on phone call, Client agrees to provide Magnolia Lane Home Staging LLC those answers within 3 days of Initial Phone Call.

4. Client will respond with comments within 1 week of receiving Image Boards.

5. Magnolia Lane Home Staging LLC will respond with final Image Board and Product Shopping List within 7 business days of receiving final Client revisions (if included in package).

6. E-Design package expires within 60 days of payment being made by client. No full or partial refunds will be given for delays on the part of Client for above steps.