



## Staging Furniture and Accessories Lease

This Lease made between HH Services LLC, dba "Heather's Houses" (hereinafter called the "Lessor"), and \_\_\_\_\_ (hereinafter called the "Lessee").

Lessor hereby leases to Lessee the following household furniture and accessories:

Link to rental item detail report:

These household furniture and accessories shall hereinafter referred to as the "property", on the following terms and conditions:

TERM. The lease term will begin on \_\_\_\_\_ and will terminate

60 day rental price:

### RETURNS

For property items that Lessee would like to return and remove from this rental agreement, these items must be returned within 3 days of the start of the lease term in order to receive credit.

### TERM RENEWALS

After the initial lease term Lessee shall have the right, at their option, to extend the term of this lease for either a two week or one month period of time by giving notice to Lessor at least 5 days before the end of the above term.

One month renewal price:

Two week renewal price:

### FEES

A one-time stocking fee will be \$30 flat rate on all order 20 pieces or less

All rental orders 21-50 items will be charged \$60 flat rate

All orders of 51-100 piece will be charged \$110 flat rate

Any order over 100 pieces will be charged \$165 flat rate

Stock fees apply to all rental orders to cover loading, restocking, and wrapping items.

#### PAYMENT.

Rental payments are due upon property lease start date and again upon renewal start date, if applicable.

Standard rental terms are 60-days

#### LATE PAYMENT

If payment is not received after 3 days from the agreed to due date a 10% late fee will be assessed and added to the invoice.

If Client does not pay as agreed, the balance will accrue interest at a prorated rate of five percent (5%) per month until the entire balance is paid in full.

#### DEFAULT

If the Lessee fails to make any rental payments or otherwise fails to comply with the terms and conditions of this lease, Lessor may immediately and without notice take possession of the property without legal proceedings. Upon Lessee's default of its obligations under this lease agreement, any unpaid rents for the entire term of the lease agreement shall immediately become due and payable.

If Lessor is compelled to retrieve the property due to default, and additional fee of \$1,000 will be assessed to cover the cost of retrieval, loss of utility of the property, and administrative costs.

#### PICK UP & RETURN OF PROPERTY

All rentals pick-up & returns require five days' notice to schedule for pick up at Lessor's facility at 13333 New Airport Road, Bldg B, Auburn CA 95602.

All returns must be scheduled via email to [cindy@heathershouses.com](mailto:cindy@heathershouses.com) or via text to 530-887-9709.

Rentals may only be scheduled for pick up and return during our regular business hours M-F 9-5pm and require 5 days notice via email to [cindy@heathershouses.com](mailto:cindy@heathershouses.com) or via text to 530-887-9709.

#### LOCATION OF PROPERTY

Lessee shall be entitled to use and possession of the property on the first day of the term of this Lease and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

Lessee is responsible for the use and possession of the property from the the initial day of this agreement until the the final date or date of the rentals return to the Lessor's facility at 13333 New Airport Road, Bldg B, Auburn CA 95602.

During the lease term the installed location of the property will be (address of home to be staged):

#### USE OF PROPERTY

Lessee shall use the property for the sole purpose of residential home staging for applications that are "for display purposes only". Lessee shall make every reasonable effort not to injure the property during transport and installation alike. Lessee shall only use the property in the manner for which it was designed and intended to be used. Lessee shall comply with all federal, state, and local laws and regulations regarding Lessee's possession and use of the property.

#### MAINTENANCE OF PROPERTY

At the expiration of the term of this lease or upon default by Lessee, Lessee shall return and deliver to Lessor the property in good order and condition.

Lessee is liable to take care of and maintain the furnishings in good condition. Lessee acknowledges that the property, furnishings and accessories are owned by Lessor, and that Lessee obtains no rights of ownership over the same; instead, these materials are for display purposes only. Lessee agrees to instruct its agent/broker to make clear in all disclosures to prospective and actual buyers the nature of the staging materials (and that they do not convey with any sale of the Property). The property shall not be used in any other manner or for any other purpose.

If property is damaged or lost, Lessee will be charged retail replacement value plus a ten percent (10%) administration fee. Client agrees to immediately notify Lessor if for any reason the Property's security is compromised, lockbox is stolen or if in any way due to theft, burglary or other trespass.

#### TITLE TO PROPERTY

Lessor shall retain ownership of the property. Ownership of the property shall not pass to Lessee, and Lessee only acquires the right to use the property in the regular course of its business. Lessee agrees that the property is and shall remain personal property.

DISCLAIMER OF WARRANTIES. LESSEE RECOGNIZES THAT THE PROPERTY IS BEING RECEIVED AS IS AND WITH ALL FAULTS. LESSOR MAKES NO REPRESENTATIONS,

PROMISES, OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, CONCERNING THE MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. LESSOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE. THIS DISCLAIMER OF ALL WARRANTIES APPLIES TO BOTH THE LEASE OF THE PROPERTY AND ANY EXERCISE OF THE OPTION TO PURCHASE THE PROPERTY.

#### RISK OF LOSS

Lessee shall bear all risk of loss to the property unless the loss occurs while the property is in the possession of the Lessor. Loss or damage to the property shall not relieve Lessee of its obligations under this lease agreement, including Lessee's obligation to pay for the property rent as agreed.

#### INDEMNIFICATION

Lessee shall indemnify and hold Lessor harmless for any and all claims, damages, or proceedings (including all costs, expenses, and attorneys' fees) relating to or arising out of Lessee's use or possession of the property.

#### NO ASSIGNMENTS

Lessee agrees not to part with or assign this lease without the written consent of Lessor.

#### TIME OF ESSENCE

The parties agree that time is of the essence of this lease agreement in each and every particular.

#### ATTORNEY'S FEES

If an action is brought to recover the property or any amount due under this lease agreement, Lessee agrees to pay all costs, including reasonable attorneys' fees, incurred by Lessor.

#### ENTIRE AGREEMENT.

This writing contains and constitutes the entire agreement between the parties. This lease agreement can only be modified by a written agreement signed by both Lessor and Lessee. No modification, waiver, or amendment shall be valid unless in writing and signed by the parties hereto.

#### APPLICABLE LAW

This lease agreement shall be governed and interpreted by the laws of California.

#### NOTICE AND APPROVALS

Except as otherwise provided herein, all notices and approvals hereunder shall be in writing and, except as each party may change its address pursuant hereto, addressed to the parties as follows:

Acknowledged by Lessor:

Agreed by Lessee: