



StagedHomes.com

## *The Accredited Staging Professional Master Course Agreement*

This License Agreement, made and dated as of the date of this registration (the Agreement”), is between Barb, Inc., d/b/a StagedHomes.com, hereinafter referred to as LICENSOR, and the course registrant named above and/or below, having a place of business at the address noted, hereinafter referred to as LICENSEE.

LICENSOR owns all right, title and interest in and to the Accredited Staging Professional Master® (“ASPM®”) trademark, the proprietary criteria to qualify for and sustain such accreditation as well as the ASPM course including but not limited to all content and materials thereof whether or not protected or capable of protection under applicable intellectual property laws.

LICENSOR also is the owner of the registered trademark STAGE® (hereafter the “Stage Mark”) and LICENSEE is desirous of attending the ASPM Course, qualifying for and upholding the ASPM designation and using the Stage Mark as provided herein. Therefore, for and in consideration of the promises and the covenants hereinafter exchanged, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. LICENSEE acknowledges the importance of quality control of the services provided to his/her clients. LICENSEE agrees to protect the quality of the Stage Mark, to comply with the ASP Code of Ethics, the terms and conditions set forth herein and further agrees to follow the Staging Criteria found on the Staging University. LICENSEE shall only use the words "Staged Home" to describe homes that have truly met or exceeded the Staging Criteria.
2. LICENSOR hereby grants to LICENSEE the non-exclusive, limited right and license to use the Stage Mark in connection with services personally supplied by LICENSEE subject to conditions hereafter expressed for the term of this Agreement and each year this Agreement is renewed until its termination. The Stage Mark shall be used only in connection with the services approved by LICENSOR where such approved services expressly exclude the sale or resale or payment of compensation of any kind for any and all video, audio, or recorded instruction by any other means that demonstrates or teaches property owners or real estate professionals how to prepare homes for sale that are created, published, manufactured or distributed by any person or entity (including LICENSEE) other than LICENSOR. Moreover, the Stage Mark shall be used only in the manner and in the logo-type approved by LICENSOR. All services provided under the Stage Mark shall at all times be in compliance with the applicable federal and state laws, and the services provided shall be of good quality and workmanship so as to not bring discredit upon the Stage Mark. When the Stage Mark is used in any marketing materials, flyers, brochures, articles, the Internet, advertisements or other printed materials the ® symbol shall be inserted at the end of the word and credit given at the bottom of the page to the ownership of the Stage Mark which is Barb, Inc., d/b/a

StagedHomes.com. The correct terminology is: "*Stage® is a Federally Registered Trademark of StagedHomes.com.*" This shall be inserted at the bottom of every page where the Stage Mark is used. Under state or federal law, any violation of this policy may lead to prosecution under and will automatically terminate the limited license granted hereunder to LICENSEE. Student shall comply with Stagedhomes.com's requests as to the use of the Licensed Property and will avoid any action that diminishes the value of such Licensed Property. Except as provided for in this Agreement, LICENSEE may not distribute, sell, reproduce, publish, display, perform, prepare derivative works, or otherwise use any of the LICENSOR'S intellectual property without the express written consent of LICENSOR.

3. It is illegal and no person may use ASP or Stagedhomes or IAHSF in their internet domain name or their business name because these are federally registered trademarks of Stagedhomes.com, without expressed written permission from Stagedhomes.com and/or IAHSF. To do so is cause for legal action by Stagedhomes.com against said party and may include but is not limited to grounds for termination of the ASP's designation from said party.
4. The investment of enrolling in the ASPM Course is due and payable upon registration.
5. Included in the ASPM Course for an ASPM Stager are: the ASPM Course binder (containing ASPM course outline and supplemental materials), The ASP Stager CAREERbook®, the ASP Stager Marketing Portfolio®, the *Pricing and Staging* DVDs, an ASPM Pin, a Certificate of Completion, Barb Schwarz' book entitled: "*Home Staging: The Winning Way To Sell Your House For More Money*", Barb's book entitled "*Building a Successful Home Staging Business*", unlimited ASPM Refresher Courses as an active ASPM member for a nominal fee, Furniture Moving Disks, Furniture Lifter, Pure Ayre, Gloveables, an ASP Shirt and \$100 cash for a shopping trip with Barb for a Staging exercise during the ASPM course.
6. In addition to the standard ASP listing, LICENSEE is entitled during the term of this Agreement and any renewals hereof to a special 5 page ASPM Featured Page on the StagedHomes.com website describing LICENSEE'S services. LICENSEE shall provide the page content and/or all necessary information to LICENSOR. LICENSOR shall also place this featured page on the IAHSF.com website.
7. Stagedhomes.com is not responsible nor liable for any expenses incurred by ASPM course attendees including, but not limited to, airfare, hotel or accommodation fees, or other travel or incidental costs, arising from ASPM course rescheduling or cancellation due to natural weather events, natural disasters, "Acts of God," or for any other reason deemed by Stagedhomes.com to be outside the control of Stagedhomes.com.
8. LICENSEE understands that all ASPM course content and materials are copyrighted by LICENSOR and further acknowledges and agrees that LICENSEE shall not teach the ASPM course or any portion thereof and shall not develop or author any derivative Home Staging services or training directed to any prospective Home Staging professionals and/or real estate sales agents during the term of this Agreement or after termination thereof for any reason without the express written permission of LICENSOR in advance. Notwithstanding the foregoing, LICENSEE may advertise and market LICENSEE'S personal services regarding Home Staging projects for specific real estate through and including group presentations to real estate sales agents & offices and home owners and may present the Staged Home's DVD materials regarding Staging and pricing real estate as part of this solicitation process.

9. LICENSEE understands that to remain an Accredited Staging Professional Master in good standing including authorized use of the trademarked ASPM designation, to remain a member of IAHSPP, to stay listed on the StagedHomes.com web site with a standard profile and a full feature page, to maintain access to the Staging University and other ASP or ASPM-only programs and discounts, to continue to place Staged Homes on the website, to continue licensed use of the Stage Mark, and for a nominal fee to repeat as many ASP or ASPM courses as LICENSEE desires, LICENSEE must be in complete compliance with the terms of this Agreement, the ASP Code of Ethics and the yearly ASP/IAHSPP renewal fee must be paid in a timely fashion. The renewal fee is due and payable to LICENSOR beginning one year from the date of LICENSEE'S completion of the program and each year thereafter and is not refundable once renewed.
10. During the ASPM Course participants will be visiting a home(s) that is or will be coming on the market for sale. LICENSEE agrees to indemnify and hold harmless Stagedhomes for any possible loss, injury, or damage that may arise during the training while in the process of visiting any home, or during the term of any Listing Agreement that involves an ASPM participant.
11. If LICENSEE has or develops a web site, LICENSEE agrees to link it to StagedHomes.com, and LICENSOR shall provide a link to LICENSEE'S web page. Such website shall be in full compliance with the licensing terms set forth herein.
12. LICENSEE agrees not to spam or solicit any other ASP or IAHSPP members for any reason. Any violation will result in termination of membership and reporting under The CAN-SPAM Act of 2003.
13. The ASP/ASPM use of ASP/ASPM profiles and/or ASP/ASPM featured pages on StagedHomes.com and/or IAHSPP.com is solely restricted to the promotion of the ASP/ASPM designation, StagedHomes.com and the IAHSPP Association only. ASP and ASPM profiles and pages are strictly for the use of promoting the ASP and ASPM designations only. The promoting or advertising of any other products, any other designations, other training companies or other associations other than the ASP, ASPM Designations, StagedHomes.com, or the IAHSPP association on StagedHomes.com or IAHSPP.com is strictly forbidden and prohibited. To do so without expressed written consent from StagedHomes.com will result in the immediate removal of infringing member's Feature Page and profile. Any violation of the above can even cause the termination of the ASP/ASPM designations for said violator should such violation take place and should said offender not make immediate corrections to their profiles or featured pages on StagedHomes.com and/or IAHSPP. Should said violation take place reinstatement of said ASP's profile and/or Feature Page and/or the ASP designations will be at the sole discretion of StagedHomes.com and only after the removal of any prohibited content and the violation has been corrected in a immediate timely manner with good intent. The public comes to the StagedHomes.com and IAHSPP.com sites for the very reason to find an ASP or ASPM because of the ASP/ASPM designation and/or IAHSPP member and not in search of other designations or associations. The purpose of the directories on StagedHomes.com and IAHSPP.com is to promote the ASP/ASPM designations, StagedHomes.com and the IAHSPP association. That is why our members join us in the first place and why the public trusts StagedHomes.com and IAHSPP.com and the IAHSPP association. StagedHomes.com and IAHSPP nor IAHSPP.com are not to be used to promote other products or other training companies or other designations or other associations.

14. LICENSOR may terminate this Agreement effective immediately at its sole discretion. Immediately upon termination of this Agreement by either party, LICENSEE shall promptly remove the Stage Mark as well as the trademarked ASP designation and logo, and all other intellectual property (either registered or unregistered) of LICENSOR from all materials, documents, brochures, advertisements and Internet websites, in any form, and shall also refrain from any and all further use of LICENSOR'S intellectual property, in any form.
15. This Agreement shall be freely assignable by LICENSOR and shall inure to the benefit of LICENSOR, its successors and assigns, but shall not be assignable by LICENSEE without LICENSOR'S prior written consent.
16. LICENSEE acknowledges and agrees that this Agreement will be stored in an electronic recordkeeping system in the regular course of business and that a printed copy of the imaged document will be used and introduced in any arbitration, litigation, or other proceeding, and shall have the same force and effect as the original which will be destroyed. LICENSEE agrees by completing this registration LICENSEE is obligated to abide by these terms.
17. LICENSEE acknowledges that LICENSOR has made no representations or guarantees other than those expressed herein; LICENSEE has not relied thereon; and LICENSOR specifically disclaims any other representations or warranties. LICENSEE acknowledges that LICENSOR is a training provider and is not offering a business opportunity or franchise, and is not ascertaining the suitability of the ASP program for the LICENSEE. This Agreement, the ASP Code of Ethics and the Staging Criteria represent the entire understanding between the parties and supersede all prior statements, agreements, and understandings, if any, either oral or written.
18. The parties hereto waive trial by court or jury. Any dispute arising from or relating to this Agreement, the training, the ASPM program, the ASP materials, or any dispute between the parties relating thereto shall be governed by and construed under Washington State law, except its conflict of laws rules. LICENSEE may only bring a claim for breach of this Agreement. In the event a dispute shall arise between the parties, the dispute shall be referred to the American Arbitration Association ("AAA") for arbitration by a single arbitrator in accordance with the Rules of Arbitration of the AAA. Each party shall bear its own costs for the arbitration proceedings, unless the arbitrator rules otherwise. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to its costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. In any such arbitration proceeding, the tribunal may award only compensatory damages and is not empowered to award punitive or exemplary damages. LICENSEE acknowledges that competing products and services are readily available and, therefore, waives any right to assert that this Agreement is a contract of adhesion or that any provision of it is unconscionable.
19. If any provision of this Agreement shall be held unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of this Agreement shall otherwise remain in full force and effect. The ASPM program is a training program and individual performance depends upon the individual skills, time availability, and dedication in such programs. Unique experiences and past performances do not guarantee future results. LICENSOR, its owners, subsidiaries, employees, and affiliates do not give investment or financial advice and are not licensed as brokers by, or registered as advisors with, any federal or state agency.

By signing this Agreement the LICENSEE acknowledges that LICENSEE has carefully read and understands the terms of this Agreement, and agrees to abide by the terms herein.

Print Name \_\_\_\_\_ Date of Class \_\_\_\_\_

Company or Office \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (work) \_\_\_\_\_ (home) \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Rev. 01/10

*Accredited Staging Professional®*, *Accredited Staging Professional Master®*, *STAGE®*, *The CAREERbook®*, *IAHSP®*, and *“The Creator of Home Staging”®* are all Federally Registered Trademarks of Barb, Inc., d/b/a StagedHomes.com.