

# *The Accredited Staging Professional Real Estate Agent Course Agreement*



This Accredited Staging Professional (ASP) Real Estate Agent Agreement, made and dated as of the date of this registration (the "Agreement"), is between Barb, Inc., d/b/a StagedHomes.com, referred to as "StagedHomes", and the course registrant named above and/or below, having a place of business at the address noted, referred to as "Real Estate Agent."

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

StagedHomes also is the owner of the registered trademark STAGE® (hereafter the "Stage Mark") and Real Estate Agent is desirous of attending the ASP Course, qualifying for and upholding the ASP 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. Real Estate Agent acknowledges the importance of quality control of the Staging services provided to his/her clients. Real Estate Agent agrees to protect the quality of the Stage Mark and to comply with the ASP Code of Ethics and the terms and conditions of this Agreement and further agrees to follow the Staging Criteria found on the Staging University. Real Estate Agent will not sign a StagedHomes Rider on any home that is not Staged in accordance with the *Staging Criteria* found on the Staging University. Real Estate Agent will only use the words "Staged Home" to describe homes that have truly met or exceeded the Staging Criteria. Real Estate Agent will not charge clients any amounts for Staging services performed by said Real Estate Agent in excess of Real Estate Agent's commissions.
2. StagedHomes hereby grants to Real Estate Agent the non-exclusive, limited right and license to use the Stage Mark in connection with services personally supplied by Real Estate Agent, subject to the conditions of this Agreement, until the termination of this Agreement, including all renewals. The Stage Mark shall be used only in connection with the services approved by StagedHomes. 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 and/or real estate professionals how to prepare homes for sale that are created, published,

manufactured and/or distributed by any person or entity (including Real Estate Agent) other than StagedHomes. Moreover, the Stage Mark will be used only in the manner and in the logo-type approved by StagedHomes. All services provided under the Stage Mark will 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 Barb, Inc., d/b/a StagedHomes.com." Under state or federal law, any violation of this policy may lead to prosecution and will automatically terminate the limited license granted hereunder to Real Estate Agent. Except as provided for in this Agreement, Real Estate Agent may not distribute, sell, reproduce, publish, display, perform, prepare derivative works, or otherwise use any of the StagedHomes' intellectual property without the express written consent of StagedHomes.

3. In the event that Real Estate Agent elects to generate income from the business of Staging in addition to commissions earned from listing and selling homes, Real Estate Agent will immediately notify StagedHomes to change Real Estate Agent's status from ASP Real Estate Agent to ASP Stager and will comply with any fees, licenses and other documentation required by StagedHomes to effect such change.
4. The investment of enrolling in the ASP Course is due and payable upon execution of this Agreement.
5. Included in the ASP Course for ASP Real Estate Agents are the ASP Course Outline, an ASP Pin, a Certificate of Completion, an ASP Profile on the Stagedhomes.com website, the use of the *Staging University*, the opportunity to post home listings on the StagedHomes.com website and the use of the ASP Real Estate Agent designation for one year. Real Estate Agent gives StagedHomes permission to post listings provided by Real Estate Agent and to post the Real Estate Agent's profile on the StagedHomes.com website. StagedHomes will not edit or modify the listings provided by Real Estate Agent without Real Estate Agent's consent, other than resizing of pictures.
6. Real Estate Agent understands that all ASP course content and materials are copyrighted by StagedHomes and further acknowledges and agrees that Real Estate Agent will not teach the ASP Course or any portion thereof and will not develop or author any derivative Home Staging services training directed to any prospective Home Staging professionals and/or real estate sales agents during the term of this Agreement or after termination of this Agreement for any reason without the express written permission of StagedHomes in advance.
7. Stagedhomes.com is not responsible nor liable for any expenses incurred by ASP course attendees including, but not limited to, airfare, hotel or accommodation fees, or other travel or incidental costs, arising from ASP 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. Real Estate Agent understands that to keep his/her ASP StagedHomes.com Membership in good standing including authorized use of the trademarked ASP

designation, to continue to be able to post real estate listings on the StagedHomes.com web site, to maintain access to the *Staging University*, to continue licensed use of the Stage Mark, and for a nominal fee to repeat as many ASP courses as LICENSEE desires, Real Estate Agent must be in complete compliance with the terms of this Agreement, and the ASP Code of Ethics, and the yearly ASP renewal fee must be paid in a timely fashion. The renewal fee is due and payable to StagedHomes beginning one year from the date of Real Estate Agent's completion of the ASP Course and each year thereafter and is not refundable once renewed.

9. During the ASP Course participants will be Staging an actual home that is or will be coming on the market for sale. Real Estate Agent 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 Staging any home, or during the term of any Listing Agreement that involves an ASP participant.
10. StagedHomes may terminate this Agreement effective immediately at its sole discretion. Immediately upon termination of this Agreement by either party, Real Estate Agent 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 StagedHomes from all materials, documents, brochures, advertisements and Internet websites, in any form, and shall also refrain from any and all further use of StagedHomes' intellectual property, in any form.
11. This Agreement shall be freely assignable by StagedHomes and shall inure to the benefit of StagedHomes, its successors and assigns, but shall not be assignable by Real Estate Agent without StagedHomes' prior written consent.
12. Real Estate Agent 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. Real Estate Agent agrees that by completing this registration he/she is obligated to abide by these terms.
13. Real Estate Agent acknowledges that StagedHomes has made no representations or guarantees other than those expressed herein; Real Estate Agent has not relied thereon; and StagedHomes specifically disclaims any other representations or warranties. Real Estate Agent recognizes and acknowledges that individual performance depends upon the individual skills, time availability, and dedication of each Real Estate Agent. Real Estate Agent acknowledges that StagedHomes 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 Real Estate Agent. 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.
14. The parties waive trial by court or jury. Any dispute arising from or relating to this Agreement, the training, the ASP program, the ASP materials, or any dispute between the parties relating thereto shall be governed by and construed under Illinois law, except its conflict of laws rules. Real Estate Agent may only bring a claim for breach of this Agreement. In the event a dispute arises between the parties, the dispute shall be referred to the American Arbitration Association ("AAA") in Chicago, Illinois, 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 will 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. Real Estate Agent 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.

15. 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.

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

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

Class \_\_\_\_\_

Office \_\_\_\_\_

Address \_\_\_\_\_

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

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

Email \_\_\_\_\_

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

Rev. 10/07

*Accredited Staging Professional* is a Trademark of Barb, Inc., d/b/a StagedHomes.com.

STAGE® is a Federally Registered Trademark of Barb, Inc., d/b/a StagedHomes.com.

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*"The Creator of Home Staging"* is a Trademark of Barb, Inc., d/b/a StagedHomes.com.