



Orange Bay

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HOME STAGING CONTRACT

ABOUT US

At Orange Bay Company (or in your personal travels!) you'll find unique pieces that will help add charm and distinction to any room. When you find pieces you love, we can assist you with fitting it into your space and accenting it perfectly with our professional home staging service. We work with the pieces you have, make recommendations for adding, editing and rearranging furniture, and make paint and artwork/accessory recommendations to help you create comfortable, impactful spaces. Under the direction of our Lead Stager, our team of Staging Assistants and Organisation Specialists will paint and stage your home, turnkey ready. Whether you're preparing your home for sale, or simply updating your rooms, our professional stagers are an invaluable resource.

Our services are subject to the Home Staging General Terms and Conditions detailed on page two of this agreement. Thank you for the opportunity to work with you on your project.

CLIENT INFORMATION

First Name:	Last Name:	
Address:		
Location of Project:		
Home Tel:	Work Tel:	Cell Tel:
E-mail:		

ACCEPTANCE OF TERMS

I agree to read and be bound by the Home Staging General Terms & Conditions of Orange Bay Company. Most importantly, I promise to continue to love Orange Bay Company and its eclectic product mix and unique services, and I applaud its efforts to promote better living for everyone in the community (including me).

Client Name (please print): _____ Signature: _____

Company Name (if applicable): _____ Date: _____

HOME STAGING GENERAL TERMS AND CONDITIONS

FORMATION OF CONTRACT: These Terms and Conditions together with the estimate of works ("Estimate") provided by Orange Bay Company which describe the services set out the entire agreement between Orange Bay Company ("Orange Bay Company") and you (the "Client") and will apply once an appointment has been made to provide Orange Bay Company services (the "Services"). Before procuring the Services you should read these terms and conditions carefully.

ORANGE BAY COMPANY OBLIGATIONS: Orange Bay Company will endeavour to advise the client of the predicted timescales of works as soon as is determined. All such dates shall be approximate only and Orange Bay Company cannot be held responsible for any delay in completion. Orange Bay Company is responsible for organising third party companies, firms or individuals ("Third Party Suppliers") to undertake certain work for the Client, such as decorating, building work, carpet fitting, curtain and blind manufacture and fitting and such other work as confirmed by Orange Bay Company. In some cases, goods and materials are supplied by Orange Bay Company directly to the Client and Orange Bay Company hereby warrants that such goods and materials shall be of satisfactory quality and fit for their intended purpose.

CLIENT OBLIGATIONS: The Client shall ensure that the property is accessible to employees of Orange Bay Company and any third party suppliers providing services throughout the duration of works. The Client will also ensure that utilities such as electricity and water are available for use at the property throughout works and at no cost to Orange Bay Company.

PURCHASING & RENTAL OF PRODUCT: From time to time, Orange Bay Company may need to purchase products for the Client in addition to the scope of works already proposed. In such cases, full payment of the agreed purchase price is required from the Client prior to purchasing the agreed products. In cases where furniture or accessories have been rented, it remains the Client's responsibility to insure the furniture and accessories against all risks, damage or loss.

THIRD PARTY SUPPLIERS: The Client will form a direct contractual relationship with Third Party Suppliers, and will be responsible for managing these relationships and any financial settlements direct with the Third Party Suppliers. If so requested, Orange Bay Company may coordinate the services and financial settlements with Third Party Suppliers on their behalf, as part of the services undertaken, but the client will remain ultimately responsible for the contractual relationship with the Third Party Supplier. Orange Bay Company is not responsible for forming any contractual relationship on behalf of the client.

PAYMENT & BILLING TERMS: The charges for the Services are set out in the Estimate or Quote accompanying these terms and conditions or as amended or updated by Orange Bay Company and communicated to the Client. All time spent on such project will be billed, whether initiated by Orange Bay Company or the Client, including but not limited to, telephone and email correspondence, correspondence with vendors, meeting with sub-contractors, product research, collecting samples from and returning samples to vendors, site visits and supervising deliveries of goods and services, meetings with the Client and meetings with contractors. In general, Lead Stagers are charged at \$85/hour, Staging Assistants and Organizational Specialists at \$65/hr. Payments should be made by cash, cheque or direct deposit. All cheques should be made payable to Orange Bay Company. All payments to Orange Bay Company are due within 5 working days from the date of invoice. Should Orange Bay Company have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for any costs so incurred.

CANCELLATION AND TERMINATION POLICY: The Client has the right to cancel this contract (the "Contract") at any time. To exercise the right of cancellation, The Client must give written notice to Orange Bay Company by hand or email, at Orange Bay Company's address, or email address. Once the Client has notified Orange Bay Company that the Client is cancelling the Contract, Orange Bay Company will refund the Client for the Services within 30 days. The Client will be liable to pay Orange Bay Company for the Services provided to the date of termination (including but not limited to Services already performed, goods and materials supplied or ordered on the Client's behalf, any services that may incur cancellation fees and any travel or accommodation costs incurred by the Orange Bay Company Consultants). Termination of the Contract will not affect either party's outstanding rights or duties, including the Orange Bay Company's right to recover any money owing to it under these terms and conditions.

LIABILITY: Orange Bay Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which is or are incomplete, incorrect or inaccurate. Orange Bay Company shall not be liable to the Client for any unforeseeable loss or damages arising from the provision (or non-provision) of the Services. Neither Orange Bay Company, nor the client shall be liable for any failure to perform its duties under this Contract due to circumstances beyond its control, including without limitation flood, fire or other adverse weather conditions. To enable Orange Bay Company to deal with any complaint that may arise relating to the Services, the Client must provide full details of any complaint within 7 days of the supply of the relevant Services.

DATA PROTECTION: Orange Bay Company will only use any personal information provided by the Client for the purpose of providing the Services. Orange Bay Company shall be permitted to use photographs of the Client's property which demonstrate the Services provided by Orange Bay Company for its own marketing purposes. The Client can correct any information, or ask for information about the Client to be deleted, by giving written notice to Orange Bay Company at the following address: Orange Bay Company, 4 Mill Creek Road, Pembroke HM02 or by email: info@orangebaycompany.com.

DISPUTES: In the unlikely event of any dispute resulting in litigation, the prevailing party in such litigation shall recover from the other party the prevailing party's attorney's fee and costs, including any appeals.

Orange Bay Company reserves the right to amend fees, terms and conditions at any time without prior written notice.