GENERAL TERMS & CONDITIONS

1. Acknowledgement of Post-Installation Inventory Summary and Rental Start Date.

a. Homeowner is responsible for placing the Property on the market and expressly acknowledges and agrees that no action by Vesta Home shall inhibit their decision to list the Property. Homeowner agrees to hold Vesta Home harmless from any damages relating to a delayed listing, whether or not Vesta Home is claimed to have contributed to that delay. Once installation is complete, Homeowner shall promptly inspect the installation to assure that Vesta Home has complied with its obligations under this Agreement. Vesta Home shall maintain documentation in accordance with its usual practice (including digital lists and photography) evidencing the Inventory delivered to the Property and the value of such Inventory ("**Post-Installation Inventory Summar**y"). The Inventory and values contained in the Post-Installation Inventory Summary shall be prima facie evidence of the existence, quantity, and value of the Inventory delivered to the Property; provided, however, that the failure of Vesta Home to maintain such records or any error therein shall not in any manner affect Homeowner's obligation to Vesta Home under this Agreement. Unless a written objection is sent to Contracts@vestahome.com within three (3) calendar days following the Confirmed Installation Start Date, any objection to the installation shall be waived.

b. By executing this Agreement, Homeowner expressly consents to Vesta Home contacting the Homeowner, Responsible Party, Bill To Party, and any other persons or entities listed in this Agreement, using telephone calls, text messages (SMS), email, or other forms of communication commonly used in the ordinary course of business transactions, for purposes related to this Agreement, the services provided, payment processing, scheduling, support, or other related business matters. Homeowner represents that all contact information provided in this Agreement may be used for such communications and that the individuals listed have authorized such contact.

2. Use of Inventory for Non-Staging Purposes:

a. This Agreement provides for the Homeowner's use of Inventory for staging purposes only. Any use of the Inventory for any purpose other than staging is strictly prohibited and will constitute alternative use, and shall be subject to a higher rental fee. Non-staging purposes include, without limitation, any occupancy of the Property (i.e., by Homeowner, guests or any other tenants using or living on the Inventory), holding any party or other event (excluding broker's open houses), posting of the Property on any rental site (such as AirBnB, HomeAway, VRBO etc.), and/or any use of the Property as a set for film and/or television purposes. Any use of the Inventory for other non-staging purposes requires a fully executed Luxury Lease Agreement. Without a new Luxury Lease Agreement, any non-staging use of Inventory shall be automatically billed at the market standard rate for a Luxury Lease, which Homeowner acknowledges and agrees shall be the Inventory Lease Fee, as indicated in the Staging Agreement Project Terms, plus $3.00 per square foot beginning on the Confirmed Installation Completion Date ("**Luxury Lease Rate**"). For purposes of the Luxury Lease Rate, square footage shall be determined as the larger of (i) the total Square Footage or (ii) the online listing. Homeowner agrees and accepts this rate as a fair alternative rate for the use of Inventory for non-staging purposes.

b. Homeowner agrees that the Luxury Lease Rate will begin accruing retroactively starting at the Confirmed Installation Completion Date. Additionally, Homeowner will be required to immediately pay a one-time fee equal to 30% of Vesta Home's stated retail value of the Inventory installed in the Property to compensate Vesta Home for the additional depreciation, wear and tear, and the negative impact such use may have on Vesta Home's ability to re-use or resell the product (the "**Non-Stage Use Fee**"). Homeowner further agrees that the Non-Stage Use Fee is not considered liquidated damages, but fair compensation for the use of the Inventory. Furthermore, Homeowner acknowledges that even a single use of the Inventory for non-staging purposes, without a Luxury Lease Agreement in place, will constitute a breach of the Agreement, and Homeowner shall be responsible for the Non-Stage Use Fee. Additionally, Homeowner shall be responsible for an additional $10,000 security deposit, and all accrued payments plus applicable taxes shall become due and payable immediately.

3. **Indemnity of Vesta Home.**
   a. The Homeowner shall protect, indemnify, and hold harmless Vesta Home and Vesta Home's officers, directors, shareholders, participants, partners, members, managers, affiliates, employees, representatives, invitees, agents, and contractors free from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including without limitation reasonable attorneys' fees, reasonable expert fees and court costs (collectively "**Claims**"), resulting from Vesta Home's entry onto the Property and from any use of the Inventory by any person either explicitly or implicitly allowed access to the Property, except to the extent such Claims are caused solely by the willful misconduct or gross negligence of Vesta Home. Homeowner's indemnification obligations set forth herein shall survive the termination of this Agreement and the close of escrow for the sale of the Property. If Vesta Home is required to retain counsel in connection with any Claim arising from this Agreement, the Homeowner will reimburse Vesta Home for attorney fees and costs.

4. **Credit Card Authorization.**
   a. Prior to the delivery and installation of the Inventory, Vesta Home shall require a completed credit card authorization form in the form attached to the Agreement, as Schedule 2. The credit card authorization shall not be a limit, express or implied, on the Homeowner's liability under this Agreement. Vesta Home is authorized to charge the credit card on file for any and all unpaid Inventory Lease Fee(s), Non-Stage Use Fee, and/or additional fees described in this Agreement ("**Total Charge**").

5. **Property Marketing:**
   a. Vesta Home has the right to advertise and promote that the Property was designed or staged by Vesta Home and place signs and business cards at the Property indicating that the Inventory is for sale. The Homeowner and any representative shall not remove, obscure or deface the signs, or permit any other person to do so. The Homeowner will inform their agent/broker that no photography or filming by anyone other than Vesta Home is permitted, except for virtual tours and photography used to market the Property for sale. Vesta Home will have the right to film, photograph, and record Inventory staged in the Property for its own use. Homeowner releases all rights to any film, photograph, or other content produced by Vesta Home at the Property. Any other photography or filming must be with Vesta Home's prior express written permission which may be conditioned on Vesta Home being credited in the on-screen credits with the following "Property Designed and Furnished by Vesta Home."
   b. Any photography or filming for any purposes outside of selling the Property (including but not limited to filming a movie, TV show, or photo shoot) undertaken without Vesta Home's written permission will constitute a non-staging use of inventory, which will incur the Luxury Lease rate and Non-Stage Use fee.
   c. In the event the Property is photographed with the Inventory, the Homeowner agrees to request the photographer/videographer provide Vesta Home with all photography and/or footage and expressly

grant Vesta permission to use these visual assets in advertising. The Homeowner is asked to include this provision in services agreements with any photographer.

d. Promoting the home to be available fully furnished is a benefit to many buyers. The Homeowner will request the listing agent include the following in the MLS description, as well as in digital and print collateral about the Property, with a hyperlink where possible: "*Staging design and furnishings by Vesta Home, available for purchase*" OR "*Furnishings and styling by Vesta Home; property available fully furnished*" OR "*Property available fully furnished by Vesta Home.*" The hyperlink is: *https://vestahome.com/?utm_source=agentmarketing&utm_medium=referral* In the event MLS does not permit information to be included, this provision will not be enforced.

e. The Homeowner agrees to request the property listing agent include @*vesta ((i.e., "Design + furniture by @vesta")* in all social media posts by agent, brokerage and Homeowner relating to the Property, so that Vesta may co-market the Property and expand its reach.

6. Conversion to Inventory Lease.

a. If this Agreement remains in effect beyond the end of the Initial Staging Term, as defined in Staging Agreement Project Terms, Vesta Home, in its sole discretion, and on five (5) days written notice to Homeowner ("**Notice Period**"), with or without cause, may terminate this Agreement, and at the end of the Notice Period, remove the Inventory. If Vesta Home does not exercise this option, and the Homeowner does not instruct Vesta Home to remove the Inventory, then the provisions of this Section 14 shall apply to the amounts due and payments to be made by the Homeowner to Vesta Home.

7. New Party Lease.

a. In the event, that Vesta Home engages in an agreement ("**Secondary Agreement**") to rent Inventory located at the Property to someone other than the Homeowner (i.e., someone leasing the property from Homeowner) ("**Second Lessee**"), all of the provisions of this Agreement will remain in full effect, and Homeowner will remain responsible for the Agreement, with the exception of Section 7 as it applies to the Second Lessee, and Inventory Lease Fee payments, which terms and payments will pause until the expiration or cancellation of the Secondary Agreement).

8. Stipulated Value for Failure or Refusal to Return Inventory.

a. Homeowner expressly acknowledges and agrees that if Homeowner intentionally fails or refuses to return any Inventory to Vesta Home, prevents Vesta Home from retrieving its Inventory, or otherwise wrongfully retains possession of Inventory following a Default, termination of this Agreement, or expiration of the staging term, the actual damages to Vesta Home would be impractical or extremely difficult to determine. Accordingly, in such circumstances involving the Homeowner's refusal, wrongful retention, or unauthorized possession of Inventory, the Homeowner agrees that Vesta Home shall be entitled to recover an amount equal to three (3) times the stated retail value of any Inventory not returned, as set forth in the Post-Installation Inventory Summary, as a reasonable estimate of damages and not as a penalty. This provision applies only in cases where Inventory is not returned due to the actions or failure to act of the Homeowner or persons permitted access to the Property, and shall not apply to loss or damage caused by fire, flood, natural disaster, theft by third parties without negligence by Homeowner, or other events outside of the Homeowner's reasonable control, which shall instead be governed by the liability and insurance provisions of this Agreement. With respect to any delay caused by the Homeowner in allowing Vesta Home to retrieve Inventory when required under this Agreement, the Inventory Lease Fee for the period of delay shall be equal to three (3) times the Inventory Lease Fee in effect immediately prior to the date on which the Inventory was to be made available for pickup.

9. Event of Default.

a. If the Homeowner fails to perform any of its obligations under this Agreement, including, but not limited to the payment of the Staging Fee and/or Inventory Lease Fee(s), Homeowner shall automatically be deemed in default ("**Default**"). Upon Default, Vesta Home shall have the right to: (i) immediately take possession of the Inventory, (ii) recover from the Homeowner or Responsible Party any unpaid amounts due hereunder, including but not limited to the Staging Fee, Inventory Lease Fee(s), and any other amounts that may be due together with any additional costs incurred in connection with the removal of the Inventory before the expiration of this Agreement without further notice, (iii) the Initial Term Period shall be deemed null and void, and the Homeowner or Responsible Party shall owe such rental fees retroactively from the Installation Compete Date through the date of all outstanding amounts are paid in full, and (iv) any fees or other amounts that had previously been agreed to be paid through escrow will be immediately owed to Vesta Home. The Homeowner irrevocably and expressly authorizes Vesta Home to have access to the Property to effectuate the removal of the Inventory.

10. Cross and Escrow Application.

a. In addition to Section 9, the Homeowner further acknowledges and agrees that a Default under this Agreement shall constitute a default under any other agreement(s) between the Homeowner (or any entity under common ownership or control with the Homeowner) and Vesta Home. Upon the occurrence of such Default, Vesta Home shall have the right, in its sole and absolute discretion, to declare all amounts due and owing under any and all such agreements immediately due and payable, and to amend, direct, or otherwise apply the Escrow Instructions (as defined herein) for any other property or project involving the Homeowner so as to include and satisfy any outstanding amounts owed by the Homeowner to Vesta Home arising from the Default.

11. Lien Rights.

a. In the event of Default, Homeowner expressly permits Vesta Home, and Vesta Home reserves all rights available under applicable law, to file and perfect a mechanic's lien or other lien or security interest against the Property or proceeds from the sale thereof, to the fullest extent permitted by the laws of the state where the Property is located. Further, Homeowner agrees to hold harmless and fully indemnify Vesta Home against any and all claims that such mechanic's or other lien was wrongfully filed, or any damages that may be claimed as a result of said wrongful filing.

12. Assignment of Agreement.

a. This Agreement is not assignable without the express prior written consent of Vesta Home.

13. Counterpart Signatures, Facsimile Signatures, Electronic Signatures.

a. This Agreement may be executed in counterparts, by facsimile, and/or electronically. All counterpart, facsimile, or electronic signatures shall have equal validity and enforceability as a fully signed original Agreement.

14. Entire Agreement - Written Modification Required.

a. This Agreement, which includes the Staging Agreement Project Terms, the General Terms, and any Addendums, schedules, and exhibits attached thereto, is the only agreement between the Parties relating to the subject matter hereof and constitutes the entire agreement between the Parties and is the final expression of the Parties' understanding. No prior discussions or communications shall form any part of this Agreement unless expressly noted herein. Any modification to this Agreement must be made in writing on an Amendment form which (i) specifically refers to the provision of this Agreement to be amended, (ii) is signed by all Parties, and (iii) countersigned by a Vesta Home Vice President or higher. No email, text message, verbal or other communication regarding a modification of this Agreement will be valid without the aforementioned executed Amendment.

15. **Severability.**
    a. This Agreement will be construed and enforced in accordance with the laws of the State of California. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.
16. **Dispute Resolution:**
    a. Any matter, controversy or claim arising out of this Agreement, shall be filed with and settled exclusively by confidential, binding arbitration in accordance with the then-current arbitration procedures of Signature Resolution. Arbitration shall be filed and heard on an expedited basis in Los Angeles County, California. The arbitrator's remedial authority shall be no greater than that which is available under the statutory or common law claim asserted. The Parties waive all rights to litigate outside of arbitration, and judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction.
    b. Each Party will bear its own legal fees, and the arbitration costs shall be split equally. Any Party may seek temporary injunctive relief in court to protect confidential information or preserve the status quo.

17. **Choice of Law and Venue**.
    a. This Agreement shall be governed and construed in accordance with the laws of the State of California. The parties, by their execution of this Agreement, irrevocably submit to the jurisdiction of the state and federal courts in Los Angeles for any dispute arising from or related to this Agreement.

18. **Waiver of Right to Jury Trial.**
    a. Parties each waive their respective right to a trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by any Party on any matter arising out of or in any way arising out of this Agreement, including the relationship of the Responsible Party and Vesta Home, or Homeowner's use or occupancy of the Property, and any claim of injury or damage, or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance.

19. **Attorneys' Fees and Costs.**
    a. Each Party shall bear its own attorneys' fees and costs in connection with any dispute resolved through arbitration, except as otherwise required by law. In any judicial proceeding permitted under this Agreement, including to enforce or confirm an arbitration award or to seek injunctive relief, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

20. **Limits on Vesta Home's Liability for Damage to Property:**
    a. The Homeowner understands, acknowledges, and accepts that in the process of installing and moving in or moving out the Inventory, floors may be scuffed or scratched, walls may be marked

or scratched, and the Property may suffer some incidental damage. Although Vesta Home will in good faith attempt to minimize any such damage, the Homeowner hereby waives any claim against Vesta Home from any such incidental damage.

b. To the fullest extent permitted by law, Vesta Home's total aggregate liability arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount actually paid to Vesta Home under this Agreement. In no event shall Vesta Home be liable for any incidental, consequential, special, exemplary, or punitive damages, including but not limited to lost profits, business interruption, or loss of use.

21. Confidential Nature of Agreement.

a. The Client acknowledges and agrees that this Agreement and all of its terms shall be and remain confidential. Except when Vesta Home provides its prior express written authorization, the Client shall not disclose this Agreement and/or its terms to anyone or any entity other than the Client's immediate family members, agent(s) and/or employees, if applicable, and/or Client's tax, financial, and/or legal advisors.

22. Notices.

a. Any written notice required to be given to Vesta Home shall be emailed to Vesta Home at contracts@vestahome.com. Any written notice required to be given to the Homeowner shall be emailed to the Homeowner at the email address indicated in this Agreement. All parties are required to advise the other of any change in email addresses.

23. Expenses.

a. If this Agreement is placed in the hands of an attorney for collection, the Homeowner and Responsible Party each promise to pay all collection costs, including attorneys' fees, even if no lawsuit is filed.

24. Personal Property.

a. In the event that Vesta Home is requested or required to move Homeowner's personal property, Homeowner hereby acknowledges having been advised of the risk of harm for activities requested by or for Homeowner and agrees that Vesta Home is not responsible for any damages to the customer's furniture or personal property which may occur during the moving process, and is released from all liability in this regard. Homeowner hereby releases Vesta Home and all of its employees from liability associated with any of the activities described above. Homeowner assumes all liability for any above damages which may occur.

25. No Warranties or Guarantees.

a. Homeowner understands that Vesta Home does not and cannot guarantee success or any particular result in connection with the sale of the Property. Vesta Home makes no warranty or guarantee expressed or implied as to the successful sale of the Property.

26. Updates to General Terms.

a. Vesta Home may update these General Terms from time to time. When the General Terms are updated, the revised date will be listed at the top of the page. Homeowner acknowledges and agrees that it is their responsibility to review the General Terms periodically and become aware of modifications. By accepting or fulfilling the services under the Agreement or entering into a Change Order or amending the Agreement after such update, Homeowner agrees to be bound by the modified General Terms.

27. Force Majeure.

a. Neither Party shall be liable for any failure or delay in performance under this Agreement (except for payment obligations) due to fire, explosion, earthquake, flood, storm, acts of God, war, insurrection, riot, pandemic, governmental decisions, labor disputes, supplier delays, or other events beyond the reasonable control of the affected Party (a "**Force Majeure Event**"). The affected Party shall provide written notice to the other Party within five (5) business days of the event and shall resume performance of this Agreement with their best efforts.

The following provisions are applicable to Homeowners with an Escrow Agreement on file with Vesta Home. By executing the applicable Escrow Agreement, Homeowner hereby acknowledge receipt of these the following terms and hereby consents to such provisions:

28. Irrevocable Escrow Instruction.

a. The terms and conditions set forth in this Agreement shall constitute both an agreement between Homeowner and Vesta Home and escrow instructions for the Escrow Holder. In the event of non-payment and reasonable notification to cure, Vesta Home shall have the right to make a demand in any escrow for the sale of this Property for payment of any unpaid amounts by delivering the Escrow Agreement and Instructions (the "**Escrow Agreement**"), to the Escrow Holder (as defined in the Escrow Agreement)**.** This shall constitute an irrevocable instruction to such escrow to pay the demand.