



SHOW OFF AND SELL
(281) 216-8117
HOUSTON, TEXAS

HOMEOWNER AGREEMENT

Joy Sizemore, doing business as SHOW OFF and SELL, and _____ (hereinafter referred to as HOMEOWNER, whether plural or singular), for as in mutual covenants and agreements contained herein, agree on this the ____ day of _____, 2009 as follows:

I. RELATIONSHIP OF THE PARTIES

SHOW OFF and SELL is the business of managing residential real estate that is on the market for sale to the public. SHOW OFF and SELL is not in any respect as a result of this contract or any other reason acting as a Real Estate Agent, Listing Agent or Landlord as those terms may be defined under any relevant local, state or federal case law, nor does anything herein authorize SHOW OFF and SELL to act as an Agent for HOMEOWNER for any purpose.

Furthermore, as a manager of residential real estate, SHOW OFF and SELL has no ownership or other beneficial interest in the property that it manages, and SHOW OFF and SELL shall not remove any signs of lettering which identify such property as that of the HOMEOWNER or that said property is for sale.

HOMEOWNER is an individual, individuals or entity that wishes to contract with SHOW OFF and SELL for the purpose of having SHOW OFF and SELL manage, decorate and maintain their residential property to enhance the salability. HOMEOWNER understands that SHOW OFF and SELL contracts with individuals referred to as Sales Assistants to aid in the performance of these services. No Sales Assistants shall be installed in the property without HOMEOWNER'S approval.

II. PROPERTY TO BE MANAGED

HOMEOWNER, for the purposes described herein, delivers nonexclusive temporary possession of the described real property to SHOW OFF and SELL which is located at _____ the City of Houston, Texas, (referred to herein as the "subject property," whether one or more) for the limited purposes of this Agreement, reserving to HOMEOWNER a concurrent right of possession, HOMEOWNER herein agrees to allow the subject property to be occupied by a SHOW OFF and SELL Sales Assistant on a temporary basis only, from week to week, subject to cancellation on fourteen (14) days notice, and further agrees that said Sales Assistant will pay a fee to SHOW OFF and SELL for its services, but this is not a lease, and neither SHOW OFF and SELL, nor the Sales Assistant shall have any tenancy, leasehold or homeowner duties under Chapter 92, Texas Property Code.

III. SERVICES OF SHOW OFF and SELL

A. SHOW OFF and SELL, together with its Sales Assistant is to manage, maintain (such maintenance to include lawn care, interior maintenance and general appearance), decorate and furnish, subject to HOMEOWNER'S approval, the subject property.

B. SHOW OFF and SELL, together with its Sales Assistant, will be responsible for the payment of charges for electricity, gas, water, sewer and trash disposal fees commencing on the date the subject property is occupied by the Sales Assistant and until the subject property is vacated and/or sold. Sales Assistant shall also put all utilities in Sales Assistant's name.

C. SHOW OFF and SELL and its Sales Assistant will use the subject property only as it is designed and intended to be used and for no other purposes. Specifically, residential property shall be used only as a temporary private residence. No painting, alterations or other modifications shall be made without HOMEOWNER'S prior written approval, and all costs related to same shall be paid in advance and a copy of the contract and receipt for same shall be given HOMEOWNER before beginning, if not performed by SHOW OFF and SELL or Sales Assistant.

D. SHOW OFF and SELL and its Sales Assistant will exercise due care in keeping, caring for the preserving said property and shall return the same to HOMEOWNER in as good a condition as existed when the subject property was first occupied by SHOW OFF and SELL and Sales Assistant, with ordinary wear and tear accepted. SHOW OFF and SELL will inspect the subject property prior to occupancy by a Sales Assistant and prepare a Statement of Condition for the HOMEOWNER to serve as proof of the condition of the property. SHOW OFF and SELL and its Sales Assistant shall keep the property clean, orderly and in showable condition at all times.



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E. SHOW OFF and SELL will require its Sales Assistant to carry comprehensive personal liability coverage with respect to their use and occupancy of the subject property.

F. SHOW OFF and SELL shall have no right to lease the property to anyone and shall not create a landlord-tenant relationship with its Sales Assistant under applicable federal, state, county or city laws or regulations.

IV. INDEMNITY OF HOMEOWNER

A. SHOW OFF and SELL will indemnify and hold harmless HOMEOWNER for any loss or damage to the subject property caused by the negligence of SHOW OFF and SELL or Sales Assistant, their invitees and family.

B. SHOW OFF and SELL will indemnify and hold harmless HOMEOWNER for any loss or damages as a result of any personal injury to SHOW OFF and SELL employees, Sales Assistant, or Sales Assistant invitees or family.

C. SHOW OFF and SELL will not be responsible for any damages, injury or theft arising through no fault or negligence on the part of SHOW OFF and SELL or Sales Assistant including but not limited to damage or injury resulting from acts of God, acts of a third party who has no connection with SHOW OFF and SELL or its Sales Assistant, acts of the HOMEOWNER and his or her agents or any pre-existing condition of which HOMEOWNER is aware, such as the property being located in a flood zone.

V. HOMEOWNER RESPONSIBILITIES

A. HOMEOWNER shall pay his or her own mortgage payments, cooperative, condominium or association fee or maintenance or repairs not necessitated by conditions or actions of SHOW OFF and SELL or Sales Assistant, and any other items in which SHOW OFF and SELL has not expressly agreed to pay.

B. HOMEOWNER will be responsible for the payment of charges of electricity, gas, water, sewer, trash disposal fees and maintenance costs until the subject property is occupied by the Sales Assistant and after the Sales Assistant has vacated the subject property.

C. HOMEOWNER hereby authorizes SHOW OFF and SELL to arrange for emergency repairs necessary to provide for the continued habitability of the subject property, only in the instance where approval from HOMEOWNER or HOMEOWNER agent cannot be obtained within a reasonable time for such repairs to be made to prevent further damages to the property or injury to SHOW OFF and SELL and/or Sales Assistant. HOMEOWNER agrees to reimburse SHOW OFF and SELL for the reasonable and necessary expenses for such emergency repairs.

D. HOMEOWNER will continue home owner's insurance required by law. Sales Assistant will provide content coverage with additional liability.

VI. TERMINATION

A. This Agreement automatically terminates with respect to the subject property upon the closing of a sale of that property; however, notwithstanding anything herein to the contrary, termination of this agreement shall not terminate or otherwise effect SHOW OFF and SELL indemnities or its duty to remove its Sales Assistant and their possessions.

B. In the event a contract is entered into for the purchase of subject property prior to SHOW OFF and SELL placing a Sales Assistant in such property, it is understood and agreed that this contract is terminated with respect to that property.

C. HOMEOWNER shall notify SHOW OFF and SELL in writing immediately after any contract is entered into for the purchase of the subject property, and shall notify SHOW OFF and SELL at least fourteen (14) days prior to the scheduled closing of the sale of subject property, and further agrees to provide as much notice as possible of any scheduled closing. SHOW OFF and SELL may elect to relocate its Sales Assistant to a new property after receipt of notification that a contract had been entered into for the purchase of the subject property or of the scheduled closing on the sale of the subject property.



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D. Should HOMEOWNER be dissatisfied with SHOW OFF and SELL program or Sales Assistant, HOMEOWNER shall notify SHOW OFF and SELL in writing. HOMEOWNER has the right to terminate at any time. If dissatisfied, HOMEOWNER shall allow seven (7) days for the removal of Sales Assistant and their possessions.

E. SHOW OFF and SELL shall remove its Sales Assistant and all possessions of Sales Assistant upon termination of this agreement and shall indemnify and hold harmless HOMEOWNER from any and all loss, liability, claims, damage and expense resulting from failure to comply with such obligation.

F. SHOW OFF and SELL or HOMEOWNER may terminate this contract after the expiration of fifteen (15) days from the date either party receives written notice from the other party of their intent to terminate this agreement.

G. Notices to SHOW OFF and SELL shall be deemed given when emailed to Joy Sizemore at jsizemore@sbcglobal.net or sent via facsimile to 713-465-7811.


VII. ENTIRE AGREEMENT

This constitutes the complete and final agreement between SHOW OFF and SELL and HOMEOWNER. All prior agreements not contained herein are without effect. This agreement may be modified only in writing executed by all parties hereto. **SHOW OFF and SELL will collect a one-time fee of \$350 upon the execution of the contract.**

IN WITNESS WHEREOF, SHOW OFF and SELL AND THE HOMEOWNER OR HIS AGENT SET THEIR HANDS.

SHOW OFF and SELL

HOMEOWNER/AUTHORIZED AGENT

By:  _____

By: _____

Print: Joy Sizemore

Print: _____

Date: _____

Date: _____

Title: President, Show Off and Sell

Title: _____



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SUPPLEMENTS