



Estate Sale Contract

This agreement is made and entered into by and between Norbert Hernandez and/or Lee Pierson (“Sales”) and owner name (“Client”), for the sale and liquidation of personal property viewed by and/or described to Sales during the initial onsite inspection at address (“the premises”). The sale shall be held on sale date (“Sale Dates”). The hours of the sale shall be determined by Sales.

Client agrees to provide Sales, upon request, legal and binding documentation which authorizes and authenticates Client’s ability to liquidate designated items. Documentation may include, but is not limited to, Bill of Sale, Power of Attorney, Will, Letters of Testamentary, or Letters of Administration. By signing this agreement and by giving Sales access to the premises, the Client assumes all responsibility and liability that may arise from sale of personal property.

Client agrees to provide at Client’s expense electricity, water, and seasonably appropriate heating or air conditioning to the premises for the period starting with the first day of the Sale Preparation through the third business day following the Sale Dates for sale tear down and removal of supplies belonging to Sales.

Client agrees to provide standard homeowners liability insurance for the premises which covers all staff, guests, and invitees who attend the sale for the period starting with the first day of Sale Preparation through the third business day following the Sale Dates. In absence of liability insurance, Client shall indemnify and hold Sales harmless against any and all claims which would have been covered by such insurance.

Client agrees to provide Sales, prior to the first day of Sale Preparation, written documentation from the neighborhood, homeowners, or building association stating an estate sale open and advertised to the general public is allowed at the premises. Client agrees to notify Sales in writing of any by-laws, codes, and/or rules surrounding a public sale by which Sales must abide. Client agrees to indemnify and hold Sales harmless against any violations of by laws, codes, and/or rules surrounding a public sale not previously provided in writing to Sales resulting in fines and/or termination of sale by officials. (See Agreement Termination fees below or subsequent pages)

Client agrees to provide Sales, prior to the first day of Sale Preparation written documentation of all "items of value" being withheld from the sale not disclosed during the initial on-site inspection of the premises by Sales. "Items of value" may include, but not limited to furniture, artwork, accessories, jewelry, china, silver, crystal, major appliances. Property removed without Sales' prior knowledge may result in termination of sale agreement. (See Agreement Termination fees below or on additional pages)

Client agrees to allow Sales to incorporate items, if necessary, from other individuals to make the sale look more complete and enhances the overall sale. Sales agrees's to incorporate only items of similar quality and style as those found on the premises.

Sales agree's to exercise reasonable care in the handling of all property and in its conduct of the sale however, Sales will not be responsible for theft, breakage, or mysterious disappearance of any property.

Sales agree's to bear all customary and reasonable costs for setup/break down, employees, and security associated with the sale. If extraordinary clean-up, trash hauling, or repair work is required during the Sale Preparation, Sales agrees to notify the Client of such circumstances and will work with Client to make arrangements for such work to be completed at Client's expense.

If a sale requires extraordinary clean-up before the sale organization can begin, we will engage/hire a cleaning and trash removal service, with the Client's prior permission, with the charges to be deducted from the Client's proceeds. The costs for such service is \$35.00 per hour per person hired to do the heavy labor. A dumpster may be required if there is an extreme amount of trash. The cost of the dumpster will be charged to the Client and will be removed from the proceeds of the Client at settlement.

Sales agree's to provide all neighbor notifications, mailings, e-mail, website, Facebook and other advertising for the sale. Sales agree's to provide all street signage according to proper city ordinances and will not hold the Client responsible for any violations.

Sales agree's to accept cash, debit and credit cards, as well as personal printed check, at our discretion, with proper identification made payable to Sales, as payment methods for property being sold. Sales agree's to accept all liability for

NSF or fraudulent checks. Debit and credit cards will be accepted only when wireless service is available.

Credit Cards and Debit Cards: We accept all major credit cards or debit cards. Because of the expense of the service, the Client will be charged 3.5% on all credit card purchases. Our experience in the process of credit card/debit card acceptance indicates that customers will make much larger purchases if they are able to use credit cards/debit cards.

Sales agree's to accept written bids of \$100.00 or greater for individual items during the first days of the sale.

Sales agree's to determine the highest possible price of all property to be sold and is committed to receiving the highest possible return on all property to be sold. Sales may, at its sole discretion, reduce any prices on the final day(s) of the sale using the following reduction schedule. Twenty-Five percent (25%) off marked price when doors open. Fifty percent (50%) off of marked price mid-day. If approved by Client in advance of sale dates, Seventy-Five percent (75%) off of the marked price may be offered in the final day of the sale. (See Options Below or Additional Pages)

Sales agree to return all unsold property to the Client. Upon request of the Client, Sales may provide contact information for available consignment shops and/or charities through which Client may dispose of unsold property. Upon request of Client and for additional fees, Sales may arrange for disposal of unsold property and/or full cleaning of premises. (See Options Below or on Additional Pages)

Sales agree's to furnish Client a complete, written sales report, along with a check for the net amount due to Client within 15 (15) business days following the conclusion of the sale. Net amount due is the total gross sales amount less the commission due to Sales, less any expenses incurred by Client.

Sales agree's to received amount percent (%) of the total gross sales amount for all property as its commission for handling the sale.

Client may elect to have sales tracked utilizing a sales receipt book consisting of 2 ply page receipts, one for the customer and the second page for Sales records, the Client will received a spread sheet containing a summary of the receipts and the sale including sales tax. If the Client would like an original receipt for all sales transactions the usage of a 3 ply receipt book will be available at the cost

of an additional \$150.00 to the Client. The sales summary will still be available, the Client will obtain an original of the sales receipt, a copy of the sales receipt will go to Sales and a third copy will be provided to the customer at the time of sale.

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OPTIONS: (Client initials required next to each chosen option. Consult with Sales for full explanation of options.)

_____ Client requests Sales to reduce prices to Seventy-Five percent (75%) off marked prices during the final hours of the sale. Client and Sales may determine what items, if any, should NOT be sold at such reduced pricing.

_____ Client request Sales to dispose of all unsold property for a fee of \$50.00 per hour (\$50.00 per hour for 2 man packing crew). Sales will provide Client with listing of donated items and values for tax deductions. Moving expenses incurred for large pieces sent to storage or consignment will be paid for at Client's expense.

_____ Client request Sales to make arrangements of premises to be cleaned and made ready for move-in for a fee of \$150.00 per hour. This is for cleaning only and does not include disposal of unsold property.

SPECIAL PROVISIONS:

ESTATE SALE AGREEMENT TERMINATIONS

This agreement may be terminated by either party, Sales or Client, for any reason any time.

If terminated by Sales, no compensation is required unless previously agreed upon with Client and documented in Special Provisions above.

If terminated by Client-either directly or by anyone other than Sales-all services provided by Sales prior to termination will be compensated by Client at the following hourly rate:

Norbert Hernandez-\$175.00 per hour
Lee Pierson-\$175.00
All other personal \$50,00 per hour
All expenses and paid advertising fees.

Documentation of accumulated staff hours worked, expensed and paid advertising fees available upon request.

Should Sales be given access to property and/or premises by Client or designated representative without receiving a signed agreement, Client accepts and agrees to all of the above terms. Only an agreement signed and dated by both parties may nullify any previous agreement. All applicable termination fee may apply.

This agreement is binding upon and insured to the benefit of the parties hereto, their respective heirs, successors, and assigns.

Executed this date day of month, 20...

BY CLIENT:

_____/_____
Client Name Client Signature

Client Contact Address

Client Contact Telephone Number(S)

By Sales
