



## Estate Sale Agreement

# Simple Finds Estate Sales, LLC.

a Simple Finds Interiors & Antiques Company

3614 Chamblee Dunwoody Rd-Atlanta, Georgia 30341

1000a - 600p Seven-Days-A-Week

678-691-4241- info@simplefindsga.com

www.simplefindsga.com

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
for the sole purpose of liquidating the contents of the estate located at :

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip-code)

by and between Simple Finds Estate Sales, LLC. and or Its Agents (hereafter referred to as "SFES) and

\_\_\_\_\_ who hereby  
warranty that he/she is:

\_\_\_\_ the legal Owner of the Property (hereafter referred to as "Client"), or is  
\_\_\_\_ the "Personal Representative" of the Estate (hereafter referred to as "Client") and as evidence of your  
authority to administer the estate, you agree to supply a copy of one of the following:

- \_\_\_\_ Letter(s) of Testamentary
- \_\_\_\_ Letters of Administration with Will Annexed, or
- \_\_\_\_ Letters of Administration

- \_\_\_\_ Estate Sale will be held ON SITE
- \_\_\_\_ Estate Sale will be held OFF SITE

Off Site Location containing total contents of sale to be conducted at:

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip-code)

### **The terms applicable to this Agreement are as follows:**

Client represents and warrants that the property covered by this agreement is unencumbered property, he/she has the authority to sell the property and/or Its contents and has/had GOOD TITLE to all the property, and all items are FREE OF LIENS and ENCUMBERANCES. and that good title and interest will pass to the purchaser at the time of sale. Client hereby agrees to indemnify Simple Finds Estate Sales, LLC, and/or Its Agents and Employees from any case arising out of ownership dispute before, during and/or after the sale.

- 1) **Service We Will Provide.** SFES offers the following services:
  - a) **Organization-** SFES will organize, arrange and display all items to be sold. If, during that process, SFES encounters items that appear to be of especially sentimental value, or we encounter especially valuable items you have not told us about, we will consult with you. SFES will use available tables, shelves, and similar areas for display purposes and we will provide additional tables and display cases, as necessary. To a limited extent, gather and dispose of items that cannot be sold. Any necessary preparations, including light cleaning, polishing selected items being sold, such as silverware or furniture, if necessary, for the sale will be billed at \$25.00 per hour, per person.
  - b) **Refuse Disposal-** If necessary, a dumpster(s) and/or trash hauling will be deducted from gross receipts from sales.
  - c) **Clean Up Following the Sale-** At the end of the sale SFES will clear out all tables, equipment, and supplies used for the sale. SFES will make every effort to place runners in traffic areas but is not responsible for soiled carpets, floors, baseboards, walls windows, counters, housekeeping, etc., unless specifically outlined below under "Extra Services."
  - d) **Preparation for the Sale-** SFES will be given access no later than two (2) weeks before the sale date and will be allowed to work between the hours of 9:00am and 5:00pm to complete set up for the sale. SFES will provide all tables, estate sale signage and other necessary items to conduct a successful sale experience for the Client and customers.
  - e) **Integrity Clause-** The Client agrees to have all items that are slated "Not for Sale" removed from the location of sale not less than two (2) weeks before the sale, or have items covered or marked as "Not for Sale." Pricing will be finalized one day before the sale. Sales commission of 40% will be deducted on any "priced to be sold" items that are removed from the sale, donated and/or given away, or sold after final pricing has occurred.
  - f) **Client Participation-** It is preferred that the Client NOT be on premises during sale days. We understand this is a sensitive time for all family members involved and being present often makes the potential customer uncomfortable, which could result in less sales. It is also preferred that arrangements be made with the realtor not to show the property during sale preparation.
  - g) **Pricing-** We will determine and set the selling price of all items by way of "fair market value" and liquidation pricing, and by using the best discretion on selling price trends. SFES will mark prices on a tem using pricing stickers, tags or signs that we will provide. We welcome your input regarding the value of specific items; however, given our experience in this area, SFES kindly reserve the right to make all final pricing decisions. All items shall be sold "AS IS" and without warranty of any kind, express, written or implied, and Client shall indemnify SFES against any such claims.
  - h) **Advertising-** SFES will arrange for appropriate advertisements regarding the sale to appear in the appropriate media regarding your sale. In addition, we will place a sign in the yard during the sale, and additional signs in the vicinity of the sale, if permitted, with regard to local ordinances.
  - i) **Conduct of Sale-** SFES will conduct the sale in a professional and efficient manner. To assist with the sale, we will hire individuals as needed, from a pool of honest, experienced and reliable individuals familiar to us and the integrity we demand of our services. Unless Client instruct SFES otherwise, we will conduct the sale with two objectives:
    - i) To sell every available item, and
    - ii) To maximize the proceeds from the sale

- j) **During the Course of the Sale-** SFES may negotiate prices with customers, and accept bids as we consider appropriate in order to achieve the two objectives stated above. However, Client may establish minimum prices for a small number of items, if desired. Please provide SFES a list two weeks before the estate sale begins on the minimums established for those items. On the second day of the sale, SFES will reduce the prices of the items being sold, except on specific items which minimums have been established.
- k) **Security-** Unfortunately, SFES has come to realize that some minor theft by customers is inevitable. SFES will, however, take reasonable steps to guard against theft, for example, by stationing personnel near small, high-value items. SFES will supply an adequate number of employees to work the sale. If you request it, or if we deem it prudent to the sale, we will also hire one or more security officer(s) to provide visible security at the sale, the cost of which will be deducted from the net-to-Client receipts.
- l) **Disposal of Unsold Items-** There will be unsold items at the conclusion of the sale. We will gladly suggest names of charities that will pick up the unsold items if you like. SFES will also be willing to deliver smaller, boxed loads of items to a charity, labor will be billed at \$25.00 per person, per hour. This expense will be deducted from gross receipts.
- m) **Cost of Moving Items-** If packing is necessary for moving items, labor will be billed at \$25.00 per person, per hour. This expense will be deducted from gross receipts. If larger items, such as a piano or certain appliances, require a professional mover the cost will also be deducted from gross receipts. SFES will supervise the professional move at no additional cost to the Client for the time.
- n) **Records, Receipts and Payments-** Within ten (10) business days after the conclusion of the sale we will make available to you a written summary of sale results showing the gross sale proceeds, itemized fees and expenses deducted, as well as the net proceeds distributed to the Client. The Client will receive a check within 36 days following the sale, less expenses, payable to the signature on the Estate Sale Agreement .
- o) **Credit Cards-** It has been our experience that customers will purchase more at our sales if they are able to use credit cards, resulting in a more successful and lucrative sale. We accept Master Card, Visa, Discover Card, as well as debit cards. All card transactions will be processed through SFESs on-site terminal which is PCI, DDS Compliant.

2) **Fees and Expenses.** The fee for our services will be based on \_\_\_\_\_% of the net receipts after expenses, as well as a one-time \$ \_\_\_\_\_ .00 flat rate signing fee. Expenses include, but are not limited to advertising, labor assistants, moving and refuse disposal. Our commission is payable on all items we have been told will be in the sale, at the time the contract is signed. Once the agreement is signed, every item must remain in the estate. If an item is removed after the agreement is signed, a value will be determined for it and a commission taken. The value of the item will be determined by SFES. Our decision to accept the sale over other possible estate sale opportunities, and our planning and preparation for the sale, was made based on the quantity and quality of the items being sold. If an item or items are removed, we reserve the right to appraise the removed item(s) and deduct 25% of the appraised value from the Client's share of the proceeds of the sale.

3) **Additional Fees and Expenses.** If a sale requires extraordinary services before, during or after the sale, SFES will perform specified work with your permission, cost(s) to be deducted from Client proceeds. All additional expenses will be agreed to in writing prior to service(s) being performed and communication and acknowledgement through email will be acceptable as written agreement.

4) **Termination of this Agreement.** This agreement may be terminated by either party for any reason, at any time prior to the commencement of the sale. If Simple Finds Estate Sales, LLC. terminates the agreement, SFES will not be entitled to any compensation unless agreed to by the Client. If the Client

terminates the agreement, the Client agrees to pay Simple Finds Estate Sales, LLC. for all services provided prior to the time the Client notify SFES of the termination, at the following rates: \$175.00 per hour administrator cost and \$50.00 per hour all other personnel. In that event, SFES will provide the Client with an itemized list of the personnel engaged and the associated hours worked on the Client's sale.

5) Proof of Property, Liability and Casualty Insurance. Because the sale is taking place on the Client's premises, the Client is responsible for having in place property, liability and casualty insurance. Please confirm with the policy's insurance agent and provide SFES with proof of insurance no later than two (2) weeks prior to the sale. SFES will not be responsible for any injuries or other harm occurring in connection with the sale. In the unlikely event someone is injured and notifies a SFES representative of a potential claim, SFES will refer that person(s) to the Client and the Client's insurance agent. The Client agrees and assumes all risk of loss shall be borne by Client, and the Client shall indemnify Simple Finds Estate Sales, LLC. against any claims, damages or liabilities (including reasonable attorney's fees) and hold harmless as a result of any injury or other harm suffered by any person and stemming from the sale, whether arising before, during and/or after the sale. By signing this contract, the Client agrees to indemnify Simple Finds Estate Sales, LLC. and/or Its Agents for any property damages or losses.

6) If any provision of this Agreement should be later deemed to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

I, as the Client, have read the above and do agree to abide by the same. I will not hold Simple Finds Estate Sales, LLC., and/or Its Agents and employees, liable for accidents, injury, or theft on property.

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Client)

\_\_\_\_\_  
(Print Name of Client)

Client Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Subdivision/Community Name: \_\_\_\_\_

Date of Sale: \_\_\_\_\_

Instructions and/or Requests: \_\_\_\_\_

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