



Connecticut Registration No. 69574606-001

ESTATE SALE AGREEMENT

This Agreement is made this ___ day of _____
for the sole purpose of liquidating the contents of an estate located at

Address: _____

City: _____ State: CT Zip: _____

by and between **Reliable Estate Services**, (hereafter referred to as "RE")

And _____

Who hereby warrants that he/she is

the legal Owner of the property (hereafter referred to as "Client")

Or is

the "Personal Representative" of an 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 Testamentary," "Letters of Administration with Will Annexed," or "Letters of Administration."

Estate Sale will be held ON SITE

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 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 Reliable Estate Services, and its employees from any case arising out of ownership dispute before, during, or after the sale.

1) **Services We Will Provide.** RE agrees to provide the following services:

a) Organization. RE will organize, arrange and display all items to be sold. If, during that process RE encounters items that appear to be of especially sentimental value, or we encounter any especially valuable items you have not told us about, we will consult with you. We 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 preparation including light cleaning, polishing selected item to be sold, such as silverware or furniture if necessary, for the sale, will be billed at \$25.00 per hour.

b) Refuse Disposal: If necessary, a dumpster(s) and/or trash hauling can be included at an additional cost should you choose to utilize that additional service. Trash hauling is billed hourly. \$350 10yd/1ton, \$450 15yd/2ton & \$550 20yd/3ton with one week rental. \$25 ea additional week \$25 for every 500 pounds overweight. Dumpster cost is included in a "Full Cleanout" should you choose to utilize that service. ***No Refuse disposal is included in the Estate Services.***

c) Cleanup Following the Sale: At the end of the sale RE will clear out all tables, equipment and supplies used for sale. RE will make every effort to place runners in traffic areas but is not responsible for soiled carpets, floors, baseboards, walls, window, counters, housekeeping, etc., unless specifically outlined below under "Extra Services."

d) Preparation for the Sale: RE will be given access no later than two (2) weeks before the sale date and will be allowed to work between the hours of 9:00 a.m and 10:00 p.m. to complete set up for the sale. RE 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 or stored in one agreed upon room that can be locked and that will remain off limits during the sale, not less than two (2) weeks before the sale, or have large items covered and clearly marked as "Not for Sale." Pricing will be finalized one day before the sale. Sales commission of 35% will be deducted on any "priced to be sold" items that are removed from the sale, 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 customers 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. We will mark prices on them using price stickers, tags or signs that we will provide. We welcome your input regarding the value of specific items; however, given our substantial experience in this area, we reserve the right to make all final pricing decisions. All items shall be sold "AS IS" and without warranty of any kind, express or implied, and Client shall indemnify RE against any such claims.

h) Advertising: We 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: RE 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 for our services. Unless you instruct us 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, we may negotiate prices with customers and accept bids as we consider appropriate in order to achieve the two objectives stated above. However, you may establish minimum prices for a small number of items, if desired. Please provide us a list two weeks before the estate sale begins of the minimums established for those items. On the second day of the sale, we will reduce the prices of the items being sold, except on specific items which minimums have been established.

k) Security. Unfortunately, we have come to realize that some minor theft by customers is inevitable. We will, however, take reasonable steps to guard against theft, for example, by stationing personnel near small, high-value items. We will supply an adequate number of employees to work the sale. If you request it, or if we deem it prudent for the sale, we will also hire one or more security officers to provide security at the sale, the cost of which will be deducted from the net-to-you receipts.

l) Disposal of Unsold Items. There will be unsold items at the conclusion of the sale. If the home is going to be sold or has to be cleared out for other reasons we offer a "Full Clean-out" service at an additional cost. This service includes all donation and disposal fees leaving a broom swept finish. We do "Conscious Clean-Outs" donating useable items to local charities and non profits. We try to maximize reuse and minimize waste.

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. RE will supervise the professional move at no additional cost to the Client for the time.

n) Records and Receipts: Payment. Within ten 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, and the net proceeds distributable to you. The Client will receive a check within 14 days following the sale, less expenses, payable to the signature on 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 sale. We accept MasterCard, Visa, and Discover. All credit cards we be processed thru our terminal on site.

2) Fees and Expenses. The fee for our services will be based on 35% of the net receipts after expenses. Expenses include, but are not limited to Advertising (\$50), labor assistants, 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 stay in the estate. If an item is removed after the agreement is signed, a value will be determined for it and a commission subtracted. The value of the item will be determined by Anthony's Antiquities. 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 items and to deduct 25% of the appraised value from your share of the proceeds of the sale.

Additional Fees and Expenses. If a sale requires extraordinary services before or after the sale, we will perform specified work with your prior permission, cost to be deducted from your proceeds. All additional expenses will be agreed to prior to service(s) being performed. After the agreement is signed, a value will be determined for it and a commission subtracted. The value of the item will be determined by RE. 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 items and to deduct 25% of the appraised value from your share of the proceeds of the sale.

3) 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 we terminate the agreement, we will not be entitled to any compensation unless you have agreed otherwise. If you terminate the agreement, you agree to pay us for all services provided prior to the time you notify us of the termination, at the following rates: \$150.00/hr administrator cost \$50.00/hr all other personnel. In that event, we will provide you with an itemized list of the personnel engaged and the hours they worked.

4) Proof of Property and Casualty Insurance. Because the sale is taking place on your premises, you are responsible for having in place property and casualty insurance. Please confirm with your insurance agent and provide us with proof of insurance not later than 2 weeks prior to sale. We 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 us of a potential claim, we will refer them to you and to your insurance carrier. You agree all risk of loss shall be borne by Client, and Client shall indemnify Reliable Estate Services against any claims, damages, or liability (including reasonable attorney's fees) as a result of an injury or other harm suffered by any person and stemming from the sale, whether arising before, during, or after the sale. By signing this contract, the client agrees to indemnify RE for any property damages or losses.

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

I have read the above and do agree to abide by the same. I will not hold Reliable Estate Services or its employee s, liable for accidents, injury, or theft on the property.

ACCEPTED AND AGREED to this _____ day of _____, _____

Date Sale to be Held :

Client Signature : _____

Reliable Estate Services : _____

Name: _____

Reliable Estate Services

Email: _____

CTEstatesales@outlook.com

Phone No. _____

860.788.5650

Address

Street: _____

79 Whiting Street

City: _____

Plainville

State: _____ Zip: _____

CT 06062