



## ESTATE SALE AGREEMENT

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Thank you for selecting Golden's Appraisal, Auction & Estate Services to conduct your sale.

Seller(s):

Date(s) of Sale:

Sale Location:

We agree to provide the following services:

**Organization:** We will organize, arrange and display all items to be sold. If, during that process, we encounter 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. 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, we will also clean the area where the sale is to be conducted, gather and dispose of items that cannot be sold, and clean and polish selected items being sold, such as silverware, fine china and furniture, if necessary.

Unless we are notified otherwise, used cleaning, car, and other supplies that cannot be sold will be disposed of along with any prescription and over the counter drugs and open alcohol bottles.

**Pricing:** We will appraise all items to be sold and will mark prices on them using price stickers, tags or signs that we will provide. If we believe there are items of value that are not within our area of expertise, we may choose to engage an outside appraiser having the necessary expertise, at our expense. We welcome your input regarding the value of specific items. However, given our experience in this area, we reserve the right to make all final pricing decisions.

**Advertising:** We will arrange for appropriate advertising at our expense. Your sale will be listed on EstateSales.net, our own site, other sites and, if appropriate, we will also place ads in area-specific local newspapers. In addition, we will place a sign in the yard during the sale and additional signs in the vicinity of the sale if permitted.

**Bonded:** We are bonded against theft by our employees by:

RLI  
9025 North Lindbergh Drive  
Peoria, Illinois USA 61615-1499  
Phone: (800) 331-4929

**Conduct of Sale:** We will conduct the sale in a professional and efficient manner. To assist with the sale, we will hire as many individuals as we believe are reasonably necessary, from a pool of honest, experienced, reliable individuals that we use for that purpose.

Unless you instruct us otherwise, we will conduct the sale with two objectives: 1) To sell every available item; and 2) maximize the proceeds from the sale.

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 with a list two weeks before the estate sale begins of the minimums established for those items.

We will negotiate on your behalf during the sale. Discounts off the tagged price will be made where appropriate based on the amount the customer is buying, the condition of the item(s), or as the sale progresses.

**Presales:** We have found thorough experience that allowing items to be sold before the sale date aids in getting the most for your estate. We (  ) may (  ) may not sell any or all items before the sale date. If we presale any items we will forward you the proceeds according to the schedule contained herein.

**Security:** Unfortunately, we have come to realize that some minor theft by customers is possible. We will however take reasonable steps to guard against theft including stationing personnel near small, high-value items. We will hire an adequate number of employees to work the sale. If you request it or if we recommend it for the sale and you agree, we will also hire one or more off-duty policemen to provide security at the sale, at your cost.

**Records and Receipts:** Our records regarding the proceeds of the sale will be open to you at all times during, and for six months after, the sale. In addition, within five 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, the fees and expenses (if any) deducted, and the net proceeds distributable to you.

**Payment Methods:** We normally accept cash only. We will accept checks if we know the customer and we assume the responsibility for them. If the circumstances justify it, we may arrange to accept credit cards

**Fees and Expenses:** Our fee for providing the services discussed above is a three-tiered rate:

Scrapping precious metals -       Presales -       Onsite sales -

The above commission applies after any required expenses such as shipping & insurance (in the case of precious metals), and other sales fees for other sales venue used, only if not paid for by the buyer. Such expenses shall not exceed 10% of the sales amount and these other venues will only be used if they will result in obtaining the highest price for the item(s).

Our commission is payable on all items we have been told will be in the sale, at the time the contract is signed. This is because our decision to accept the sale over other possible opportunities. Our planning and preparation for the sale have been made based on the quantity and quality of the items being sold therefore we discourage the removal of items after we have been hired. If an item or items are removed after we have started working on the sale, 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, although we will attempt to be fair, reasonable and understanding in that regard.

If a sale requires extraordinary clean-up before the sale can begin, we will engage a cleaning and trash removal service, with your prior permission, with the cost to be deducted from your proceeds. The cost for extraordinary clean-up is \$20.00 per hour per person hired to do the heavy labor. Your sale (  ) will (  ) will not require this service.

**Settlement:** Receipts will be made payable and remitted to:

and will be sent (  ) at the 1<sup>st</sup> of each month, (  ) after all sales are complete, (  ) other \_\_\_\_\_

**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 hourly rates of \$20/ hour and any incurred sale related expenses up to the date of termination. In that event, we will provide you with an itemized list of the personnel engaged and their hours and the expenses incurred.

**Property and Casualty Insurance:** Because the sale is taking place on your premises, we are relying on you to have in place ordinary property and casualty insurance, as we cannot 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 would expect you to refer them to your insurance carrier. You agree to indemnify us against any claims, damages or liability (including reasonable attorneys' 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.

**Privacy:** All information obtained that is not relevant to holding the sale will not be disclosed to any other party without your consent.

**Other Matters:** You are, of course, welcome to be present at all times while we organize, appraise and mark items, and during the sale. It has been our experience, however, that attending the sale may be difficult if the items being sold are of sentimental value to you.

**After the Sale:** We ( ) will ( ) will not be responsible for cleaning the premises after the sale. If we are to clean the premises after the sale, the hourly rate will be \$20.00 per hour per person required.

There is always items that do not sell. We will dispose of these by the following methods:

- ( ) leave them for you to dispose of
- ( ) contact a buyer to sell remaining items (fast but will not generate very much income)
- ( ) take agreed items on consignment (same percentage as if they sold before the sale)
- ( ) donate to charity of your choice (we can find one for you if desired, seller receives receipt for the donation)
- ( ) other \_\_\_\_\_

Our business is built on referrals. Accordingly, it is important to us that you be happy with our service. Above all, we recognize that in entrusting your sale to us, you are relying on our honesty and integrity. We have always operated, and will always operate, with the highest standards of honesty and integrity. If you ever have any questions or concerns in that regard, please let us know. We have found that in almost all cases, potential problems can be avoided if we simply communicate with each other.

In addition, we recognize that every sale is different, and we will make every effort to be flexible, to be fair, reasonable and understanding, and to work within your schedule. We trust that you will do the same.

If this correctly reflects your understanding of our arrangement, please sign both copies of this Agreement in the space provided and return one copy to me. We appreciate this opportunity to serve you, and we look forward to a productive sale!

Very truly yours,

W. C. Golden, Sr.

**Golden's Appraisal, Auction & Estate Services**  
311 Independence Way • Woodstock, GA 30188

ACCEPTED AND AGREED TO

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_  
Client

