

**California Estate Liquidators**

**ESTATE SALE AGREEMENT**

# California Estate Liquidators

3429 A W Magnolia Blvd  
Burbank, CA 91505  
(818) 478-5019

\_\_\_\_\_, 2013

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

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

City : \_\_\_\_\_ State: \_\_\_\_\_

Phone # : \_\_\_\_\_

Date of Sale: \_\_\_\_\_, 2013

## Agreement to Conduct Estate Sale

Thank you for selecting **California Estate Liquidation, Inc.** to liquidate the contents of the estate known as:

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Estate Sale will be held **ON SITE**

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_

*The purpose of this letter is to state the terms of our agreement.*

1. **Services We Will Provide.** 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 essential sentimental value, or we encounter essential valuable items you have not mentioned previously, 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.

**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 who has the necessary expertise at our expense. 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.

**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.

**Conduct of Sale.** We 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 who are familiar to us and who hold the integrity we demand for our services. Unless you instruct us otherwise, we will conduct the sale with two objectives:

- A. To sell every available item.
- B. To 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 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.

**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 recommend it for the sale, we will also hire one or more off-duty police officers to provide security at the sale, at a cost to you.

**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 so choose.

**Records and Receipts: Payment.** 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 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. At the same time, we will deliver a check to you in the full amount of the net proceeds, payable to the signature on the Estate Sale Agreement.

**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, Discover and Pay Pal. All credit cards we be processed thru a California Estate Liquidators wireless terminal on site (PCI,DSS compliant). If credit cards are accepted, we will place an additional 2.70 % ( / ) fee on the credit card to cover the processing charges.

2. **Fees and Expenses.** Our fee for providing the services discussed above is 30% of gross sale proceeds. Our commission is payable on all items that have been revealed to us to be available for sale at the time the contract is signed. 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 10% of the appraised value from your share of the proceeds of the sale, although we will attempt to be fair, reasonable and understanding.

**Additional Fees and Expenses.** If a sale requires extraordinary services before or after the sale, we will perform specified work with your prior permission, with costs to be deducted from your proceeds. All additional expenses will be listed on the Estate Sale Agreement at time of signature. The hourly rate for all additional work will be \$22.00 per hour per person.

**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: \$175.00/hr administrator cost; \$50.00/hr for all other personnel. If this occurs, we will provide you with an itemized list of hours each staff member worked and what was accomplished within that timeframe.

**4. Property and Casualty Insurance.** As 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 that 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 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.

**5. Other Matters.** You are, of course, welcome to be present at all times while we organize, appraise and mark items, as well as 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.

Our business is built on referrals. It is important to us that you are satisfied 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 through open communication.

We recognize that every sale is unique. Therefore, 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 letter correctly reflects your understanding of our arrangement, please sign both copies of the letter in the space provided and return one copy to us. We appreciate this opportunity to serve you, and we look forward to a productive sale!

Signed,

\_\_\_\_\_  
California Estate Liquidators Agent Signature

ACCEPTED AND AGREED TO this

\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Executor Signature