



EVERYTHING GOES

ESTATE LIQUIDATIONS, INC.

From Cottage to Castle

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The undersigned, hereinafter referred to as "Client", retains and employs "Everything Goes" as estate sale representative.

Client's Name: _____ ***** **SAMPLE AGREEMENT** *****

Sale Location: _____

Set-up Date: _____

Sale Date: _____

This agreement is conditioned on the fulfillment of the provisions set forth below. These provisions may be modified or deleted as agreed upon by the parties to the agreement.

PROVISIONS:

- 1 Everything Goes is responsible for the complete sale management process including: advertising, staging, research, evaluating and pricing all personal property for sale. In addition, at Client's request, Everything Goes will arrange for, document & oversee the donation and removal of the unsold items at the end of the sale.
- 2 Everything Goes will professionally manage the sale in an orderly fashion. The number of customers allowed on the premises will be limited to prevent possible damage to property.
- 3 Everything Goes will put forth the utmost effort to sell all items belonging to Client at the highest fair market value possible! Final price determined is at Everything Goes' discretion, with the exception of those items agreed upon by both parties.
- 4 Client must have Homeowners Insurance in force and maintains control of his or her property for the duration of this agreement. Everything Goes shall not be responsible & will be held harmless by client from any action by anyone who sustains injury or loss on the premises. In addition, Everything Goes is not responsible for loss or damage to clients property unless damage is a direct result of Everything Goes' gross negligence.
- 5 There will be no inventoried items sold or removed by the client during the course of this agreement. Any items removed by the client will be subject to a commission of 35%. Advertising accuracy and integrity must be strictly maintained. See attached inventory list.
- 6 Any items unreasonably reserved by the Client are subject to a commission fee of the specific price requested if not sold, with the exception of those items agreed upon by both parties.
- 7 Everything Goes services are based on a commission of **35%** as long as the inventory remains consistent with the inventory list. If substantial changes are made sale acceptance may be affected and commission rate may increase without notice.
- 8 If for any reason, Everything Goes finds this sale is not in the best interest of Everything Goes, this agreement may be cancelled.
- 9 Settlement will be made within 15 days after completion of sale. Everything Goes will provide the client with copies of original receipts & summary of sale totals minus expenses.
- 10 Any & all applicable taxes are the sole responsibility of the Client.
- 11 This agreement becomes effective as of date signed and is valid for the duration of this agreement. Cancellation of this agreement may result in a \$500.00 service fee plus the cost of advertising.
- 12 If client remains living in the home during the sale process or insists of being present during the sale, commission may be increased by 10%. Intrusions by the client or family members are not permitted.
- 13 Signs, permits, license fees, carpet/floor protector, excessive supplies, trash removal and/or cleanouts may result in a charge to Client.
- 14 Clients are responsible for snow removal, salting and keeping walk & stairways clear & safe for public access. All utilities must left on during the sale.

Client

Everything Goes Representative

Date

Date

ADDITIONAL COMMENTS:

EVERYTHING GOES ENCOURAGES OUR CLIENTS TO INVITE FRIENDS & FAMILY TO ADD ITEMS OF VALUE TO THE SALE. THIS WILL INCREASE ADVERTISING IMPACT AND ENSURE A MORE SUCCESSFUL ESTATE SALE.