



Thank you for choosing A to Z Estate Sales

Which option works best for you?

#1 Rule: Don't throw anything away (unless the flies are landing on it)

Please let our team of professionals decide what is trash and what's treasure we can sell just about everything.

If there is something you are looking for please let us know, if we come across it we will put it back for you instead of selling it (as long as we know about it before we setup).

Option 1: Moving 1st: Take it (what you want) AND leave it (what you don't want).

If you are moving your items out BEFORE our arrival, it's very simple. Just pretend you are running away from home and taking with you only what you want to bring. Everything else you choose to leave, let it stay right where it is. For example, leave all the clothes hanging in the closet just as they are, leave all the items in the drawers (yes even the junk drawers, bathroom drawers, office drawers, and dresser drawers, leave the items in the kitchen cabinets, leave the pictures hanging on the wall, leave the books on the shelves and all the items in the garage (tools, chemicals, yard tools, etc).

Option 2: Moving after: Secure (what you want) AND leave (what you don't want).

If you aren't officially moving out until after we are done please follow these steps. Same as above leave everything you want to sell right where it is, just decide on an area or room where your items can be secured, preferably in a lockable area. Mark that area/room as do not enter/not for sale. Post it notes are helpful to ensure we understand what's not for sale, if it's a big piece of furniture feel free to leave it where it is and just mark it with a not for sale post it.

Option 3: Offsite sale, we take it and sell it all, just get it all ready for us.

In my opinion it is best to sell the items from your home as they are "staged" and sell for more in that environment however sometimes that just won't work and the items need to be moved to our Addison location. If this is the case and you are able to have your items boxed up and ready for us to pickup we can do so with our 20ft box truck. If your items are not boxed up our commission rate increases as boxing, moving, and unboxing requires more time, resources, and manpower; however we do have an organizer on staff to assist you in boxing up the items.



**A to Z Estate Sales of North Texas Traditional & Modern Online Estate Sales
4408 Sunbelt Dr Addison TX 75001 (972)793-3432 www.a2zestatesale.com**

Send completed contract (PAGES 2-5) via email A2ZESTATESALE@YAHOO.COM or fax 972-408-2754

PLEASE COMPLETE THE FOLLOWING INFORMATION

Setup Day(s): _____ **End Date:** _____ **Buyer Pickup Day:** _____

Client Name: _____

Address of Sale: _____

City and Zipcode: _____

Best Phone #: _____

Email: _____

Who should we Make Check Payable to: _____

Mailing Address for Payment: _____

Where did you hear about us? _____

Additional Comments/Requests/Notes/Items family is looking for:

Information pertaining to this sale is CONFIDENTIAL We will only discuss details with those listed on this contract

PLEASE RETURN THIS CONTRACT A.S.A.P. WE CAN'T HOLD YOUR DATE WITHOUT A CONTRACT

**** AVAILABLE SALE DATES CHANGE DAILY ****

Our goal is to provide you with a successful sale and to ease any transition you may be facing.

This contract was last revised August 2019

PLEASE INITIAL UNDERSTANDING OF THIS PAGE _____

CLIENT RESPONSIBILITIES

PLEASE INITIAL UNDERSTANDING & COMPLETE THESE TASKS BY 10AM 1ST SETUP DAY

NON-ADHERENCE MAY RESULT IN CHARGES FOR LABOR/LOST PROFITS & CANCELLATION/DELAY THE SALE

1. **REMOVE PERSONAL ITEMS:** REMOVE/SECURE/MARK FURNITURE/APPLIANCES NOT FOR SALE
2. **REMOVE PETS:** MAKE ARRANGEMENTS (REMOVE) ON SETUP/PICKUP DAYS.
3. **PROVIDE SPARE KEY:** RETURNED WITH CHECK. ALARM CODE _____ GARAGE CODE _____
4. **HOA APPROVAL:** GET APPROVAL FROM HOA FOR BUYERS TO PICKUP ITEMS ON PICKUP DAYS
5. **ATTENDANCE:** PLEASE MAKE ARRANGEMENTS FOR THE HOME TO BE VACANT WHILE WE ARE WORKING 9AM TO 5PM (PICK UP DAY)/10AM TO 5PM (SETUP DAY)
6. **WHERE SHOULD WE PUT THE TRASH?** FRONT/BACK/ALLEY/CURB
7. **ATTIC:** ARE THERE ITEMS FOR SALE IN THE ATTIC THAT WE CAN BRING DOWN SAFELY WITH INSTALLED LADDER? IF YES, WHERE IS THE ATTIC ACCESS LOCATED? _____
8. **APPLIANCES:** *CIRCLE **SELLABLE** APPLIANCES (WATERLINES MUST BE DISCONNECTED):* KITCHEN/GARAGE FRIDGE/FREEZER/MICROWAVE/STOVE/OVEN/GRILL, MOUNTED TV, WASHER/DRYER
9. **ADVERTISING:** INCLUDED IN OUR COMMISSION WE ADVERTISE ON THESE SITES; PLEASE CIRCLE IF YOU WOULD LIKE EXTRA ADVERTISING. NATIONALLY ESTATESALE.COM/.NET \$200, LOCALLY FEATURE .NET \$20
10. **VISITORS/CONTRACTORS:** ONCE WE BEGIN UNTIL THE CONCLUSION MAKE SURE ANY NO CONTRACTORS SCHEDULED. ENSURE ANY WORKERS/FAMILY WHO HAVE ACCESS UNDERSTAND/FOLLOW THIS CONTRACT.
11. **AUTOMOBILE SALES:** WE WILL NEED THE SIGNED TITLE AND KEYS ON THE 1ST DAY OF SETUP. THE VEHICLE NEEDS TO BE IN RUNNING CONDITION OR WILL BE SOLD AS IS.
12. **UTILITIES:** *IF MINOR REPAIRS NEEDED WE WILL ATTEMPT TO NOTIFY YOU PRIOR TO REPAIRING AT YOUR EXPENSE. PLEASE CIRCLE ANY PROBLEMS ELECTRIC/AC/HEAT/WATER/PLUMBING/GARAGE DOOR?*
13. **DO NOT REMOVE/MOVE/SELL/DONATE:** ITEMS YOU STATED AS FOR SALE AT INITIAL CONSULT-COMMISSION MAY BE DEDUCTED- AUCTIONEER/BUYER/SELLER LEGAL CONTRACT GOVERNED BY TEXAS STATE LAW.
14. **HOMEOWNERS PROPERTY & CASUALTY INSURANCE (CURRENT POLICY):** UNTIL THE END OF THE SALE.
15. **SETUP DONATION/CLEAN OUT SERVICE FOR AFTER THE SALE:** SEE PAGE 6 FOR VENDOR LIST

PLEASE INITIAL UNDERSTANDING OF THIS PAGE _____

WHAT A TO Z ESTATE SALES PROVIDES

1. **Payment/Fees: Our commission is 35%** of the net sale proceeds check is usually mailed with key within 10 business days or less with an inventory list of items sold.
 - A. If the home is not vacant during our work hours (10am to 5pm on set up days and (9am to 5pm on buyer pickup days) then we reserve the right to bill you our labor charges at \$100 per worker per day. It has been our experience that the client/family's attendance slows down our team's ability to prepare the estate efficiently resulting in increased setup time/possibly delaying your sale date. During prep and pickup days your presence may take our attention away from properly preparing and conducting your sale and this may adversely affect profits and cause errors on our behalf.
 - B. **Cleaning/Trash Disposal Fee:** If the home requires excessive cleaning/has excessive trash to remove a fee of \$250 may be deducted. If there is enough trash in the house to need bulk trash pickup the cleaning fee will probably apply. Please leave a vacuum for A to Z Estate Sales to use before, during and after the sale as needed. In the event that there is **excessive** trash our usual protocol unless told otherwise is to place bagged trash and boxes on the curb/alley please indicate where you would like for us to place these items. Excess trash is your responsibility, junk removal contacts are attached.
 - C. **Cancellation Fee:** You have the right to terminate this agreement, as do we. However, this agreement is subject to a termination fee, calculated based on services rendered and profit lost for holding your sale date and declining other profitable sales. *The signing of this contract reserves your sale days, prohibiting us from accepting other sales on these dates causing us to turn down other profitable sales.* In the event of cancellation on your part, we reserve the right to charge a \$3500 cancellation fee or bill for services rendered at a rate of \$175.00 per hour to cover all labor charges, advertising, and profits lost from cancellation of the sale, whichever is greater. If this contract is cancelled on our behalf because of breach of contract, we reserve the right to charge the above aforementioned fees for all services provided. *While this agreement may seem severe; it is to reduce the possibility of a lost sale. we contract our staff to work and once scheduled we must pay them either way.*
 - D. **Automobile Sales:** We have extensive knowledge in pricing and selling automobiles and often times make you more money than if you were to sell a vehicle yourself. We will obtain a bill of sale so that you can submit documentation to the state. Commission on car sales is 10% or a minimum of \$500 unless agreed upon prior to selling. We require the signed title and paperwork for executor of the estate when we arrive to setup as well as the key and any other pertinent documents. WE WILL NEED THE SIGNED TITLE AND KEYS ON THE 1ST DAY OF SETUP. THE VEHICLE NEEDS TO BE IN RUNNING CONDITION OR IT WILL BE SOLD AS IS. AS TIME PERMITS, IF A VEHICLE NEEDS TO BE DETAILED OR HAVE GAS/BATTERY THE COST WILL BE DEDUCTED FROM THE PROCEEDS OF THE SALE. IN THE EVENT THAT FURTHER PAPERWORK IS NECESSARY AFTER THE SALE OF THE CAR YOU AGREE TO HELP REMEDY ANY ISSUES NECESSARY IN TRANSFERRING OWNERSHIP. AS TIME PERMITS, IF A VEHICLE NEEDS TO BE DETAILED OR HAVE GAS/BATTERY THE COST WILL BE DEDUCTED FROM THE PROCEEDS OF THE SALE.
 - E. **Utilities:** We require the plumbing, electricity, air conditioning/heat, and water be turned on and in working condition prior to beginning the preparation of your sale. If these utilities are not in working order we reserve the right to cancel or reschedule your sale until these utilities are in working order. We will make every effort to minimize the use of these utilities such as turning the air conditioning/heating up or down prior to leaving the home, keeping doors and windows closed etc. We are not responsible for any repairs of these utilities that may occur during the course of the estate sale process, nor are we liable for garage door mishaps although we will take care in the handling, often times with these old houses and garage doors that are not maintained regularly the frequent use can lead to the garage door not performing the way it should. *If minor repairs are necessary to make the home comfortable (freon...etc) we will notify you of the repair and may require that the repair be completed prior to setting up or sale day at the clients expense. We will request this from you if we feel that one of the above not functioning properly will negatively impact the sale.*
 - F. *If we take unsold or missed items to the auction house after the sale ends. The commission is 35% and 50% on items that sell for \$10 or less.*

Gold/Silver/Jewelry/Coins/Firearms/Automobiles: These items may be removed from the home by our team for evaluation and to prevent theft from a vacant home and will be returned on buyer pickup day. These items may be removed so that they are properly prepared (sorted, photographed, and tested for gold/silver/appraised) off-site and at auctioneer/appraisers discretion may be sold separately from the sale at the appraisers discretion.

Organization/Staging/Photographing: Our staff will organize items by grouping common items together/displaying them in a presentable manner. Most items remain in their lived in state meaning that most bedroom, bathroom, kitchen, and garage items will remain in their respective areas. Once the sale is prepped we will take pictures of the items and advertise them on the aforementioned websites.

PLEASE DO NOT MOVE/REMOVE/RE-STAGE ITEMS ONCE WE HAVE SET THEM UP. THIS IS VERY IMPORTANT.

BY SIGNING THIS CONTRACT YOU AGREE TO HOLD HARMLESS AND OTHERWISE INDEMNIFY A TO Z ESTATE SALES & TYLER GRACE AUCTIONS AGAINST ANY AND ALL CLAIMS, DAMAGES OR LIABILITY BROUGHT BY OR ON BEHALF OF ANY PERSON OR IN REGARDS TO THE PROPERTY (INCLUDING REASONABLE ATTORNEYS' FEES) WHETHER SAME ARISES OUT OF OR IS ALLEGED TO BE CAUSED BY OR THE RESULT OF ACTS OR OMISSIONS OF A TO Z ESTATE SALES OR ITS EMPLOYEES OR AGENTS. THIS PROVISION IS INTENDED TO APPLY TO ANY DAMAGES, INJURY OR OTHER HARM SUFFERED BY ANY PERSON OR STEMMING FROM THE EXECUTION OF THIS AGREEMENT, WHETHER ARISING BEFORE, DURING OR AFTER THE SALE.

BY SIGNING BELOW I AFFIRM THAT I AM THE OWNER OF THESE ITEMS OR THAT I HAVE BEEN APPOINTED TO LIQUIDATE THESE ITEMS FOR THE OWNER. BY SIGNING I ACKNOWLEDGE UNDERSTANDING OF THE ABOVE CONDITIONS. ANY AMENDMENTS TO THIS CONTRACT MUST BE EXPLICITLY WRITTEN VIA AN ADDENDUM AND SIGNED OFF BY A2Z TO BE VALID. By signing below confirms your understanding and acceptance of the client responsibilities checklist and the terms and conditions of this contract.

PRINTED NAME: _____

SIGNATURE: _____ Date: _____

PLEASE INITIAL UNDERSTANDING OF THIS PAGE _____

THIS PAGE IS YOURS TO KEEP NO NEED TO RETURN IT

CLEAN OUT PROFESSIONALS FOR AFTER THE SALE

Please note that we are not affiliated with any of these companies nor do we receive any monetary benefit for recommending them, our clients have had good experiences with them in the past however we are not liable for any issues that may occur from using them.

If you use any of these companies and do not have a pleasant experience please let me know so that I can remove them from this list and if you have any companies you think we should add to this list please let us know.

CALL ASAP TO GET ON THE SCHEDULE SPOTS FILL UP FAST

IF YOU WAIT UNTIL THE SALE IS OVER TO ARRANGE FOR A PICKUP IT MAY BE SEVERAL WEEKS BEFORE THEY CAN COME.

SOUL HARBOR CHARITY

972-286-1940

URBAN THRIFT (Not charity)

SARAH BETH 214-341-1151

CLEAN OUT GUYS Usually charge \$ per load:

Marcus Harris 214-254-1706

Victor (682) 772-6964

<https://affordablejunkremovalhauling.com>

BOOK PICKUP ONLINE

Movers:

SFR Moving 972-596

Element Moving 972-805-0988

Michael Harper Small Moves 903-932-9524

Small Moves pickupnow.com the uber of movers