



**CLIENT RESPONSIBILITIES CHECKLIST**  
***\*PLEASE INITIAL UNDERSTANDING\****

***MUST BE COMPLETED NO LATER THAN 9AM ON PREP DAY  
 NON-ADHERENCE COULD CANCEL/DELAY THE SALE  
 MAY RESULT IN CHARGES FOR LABOR/TIME/LOST PROFITS***

\_\_\_\_\_ **PERSONAL ITEMS:** REMOVE OR SECURE IN LOCKED AREA CLEARLY MARKED "NOT FOR SALE" PRIOR TO OUR ARRIVAL ON 1ST PREPARATION DAY BY 9AM.

\_\_\_\_\_ **PETS:** MUST BE REMOVED ON PREP & SALE DAYS.

\_\_\_\_\_ **PROVIDE KEY:** REQUIRED BY 1ST PREP DAY BY 9AM  
 ALARM CODE \_\_\_\_\_ GARAGE CODE \_\_\_\_\_

\_\_\_\_\_ **ATTENDANCE:** MUST BE ABSENT ON PREP DAYS 9AM-5PM & 8AM-5PM SALE DAYS. NO EXCEPTIONS.

\_\_\_\_\_ **NO REMOVING MERCHANDISE:** DO NOT REMOVE OR SELL ANY ITEMS YOU STATED WOULD BE FOR SALE BEFORE, DURING OR AFTER OUR INITIAL CONSULT.



**A to Z Estate Sales of North Texas**

Please complete this contract and send pages 1 to 5 via email, mail, or fax:  
PO Box 560934 The Colony, Texas 75056  
Amanda 972- 793-3432 Fax 972-408-2754  
[a2zestatesale@yahoo.com](mailto:a2zestatesale@yahoo.com) or [www.a2zEstateSale.com](http://www.a2zEstateSale.com)

**Date of Sale:** \_\_\_\_\_ **Setup Days:** \_\_\_\_\_

**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 \*\***

Pages 6 to 12 are attached and is an information packet that discusses what A to Z will provide to you our client in detail; that packet is yours to keep. Pages 1 to 5 describes what we need from you so that we may complete our job to the best of our abilities.

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

This contract was last revised March 2019

Client Initials \_\_\_\_\_

**Fees:** Please **circle** which sale we have discussed as best suiting your needs.

35% of the net sale proceeds for a 3 day sale

40% of the net sale proceeds for a 2 day sale

50% of the net sale proceeds for a 1 day sale

**Personal Items:** Must be removed or placed in clearly marked LOCKED “keep area” and furniture items must be marked “NOT FOR SALE”.

**Removal of Items/Pre-sales:** It is against our policy for homeowners to remove items that were deemed for sale at the time of our initial meeting and after our advertising pictures have been posted on websites. Please refrain from pre-selling or removing items; our commission may be deducted for items removed that were specified as being for sale before, during, after our initial consultation.

**Spare Key/Alarm Code:** Must be provided on 1st setup day at 9am or sooner if possible. If alarm will be set we must be provided with a code so that will have access to the house.

**Attendance:** The home must be vacant on sale days from 8am to 5pm and prep days from 9am to 5pm.

**We ask that you please refrain from returning to the property until at least 5 pm while we are setting up and on sale days to allow us time to conduct closing procedures and to finish with customers. Please initial understanding here \_\_\_\_\_.**

**Cleaning/Trash Disposal:** Please leave a vacuum for A to Z Estate Sales to use.

Will the home be professionally cleaned after we finish the sale? Circle YES or NO

**If the home requires excessive cleaning/has excessive trash to prepare a fee of \$250.00 may be deducted. If there is enough trash in the house to need bulk trash pickup then the cleaning fee will probably apply.**

In the event that **extensive** trash removal is necessary please indicate how you would like the trash disposed of. We offer two options, order a dumpster at your expense or set the trash aside in a designated area for your disposal. Trash removal is ultimately your responsibility. Our usual protocol unless told otherwise is to place bagged trash and boxes on the curb please indicate where you would like for us to place these items. **PLEASE CIRCLE BOLD BELOW**

I **decline** trash removal service & understand I'm responsible for trash disposal.

I **agree** to trash removal if necessary & understand fees will be deducted from the check.

Trash must be in **RECEPTACLE**—**NO RECEPTACLE** Trash bags placed on curb

Trash is placed in **FRONT OR BACK** of estate (Does bulk go in one spot and regular in another?)

If a dumpster is needed we will try to let you know prior to setting up the sale (usually at the time of our initial consult). We are frugal and will attempt to find an affordable solution if necessary.

**Pets:** Please make arrangements for pets to stay somewhere else the week of the sale.

**Disposal of Unsold Items:** It is always the homeowners prerogative as to what happens with unsold items. Please **CIRCLE** plan for unsold items:

Client Initials \_\_\_\_\_

**DONATE CHARITY****SEND TO AUCTION****CLIENT RETAINS ITEMS**

**Insurance:** A to Z Estate Sales is insured and bonded. To ensure protection to our company and yourself we require you to have a current property and casualty homeowners insurance active until the conclusion of the sale. Although we do our best to protect the home from damage we are not responsible for any damages to the estate or personal accidents/injuries 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, A to Z Estate Sales will also notify our insurance company of the incident.

**HOA:** Please let us know who you spoke to with the HOA and their contact information or if available send us written confirmation from the HOA granting permission for us to conduct the estate sale.

**Advertising:** Included in our fee we advertise your sale on estate sales.net .com and .org as well as multiple other sites free of charge; however if you would like extra advertising please select which packages you would like to add. While extra advertising is not required it is strongly recommended to increase traffic to your sale; please CIRCLE which you would like for us to add to your advertising plan.

**PLEASE CIRCLE EXTRA ADVERTISING:**

NATIONALLY featured on estatesale.com \$50.00

NATIONALLY featured estatesales.net \$200

Locally featured on estatesales.net \$20.00 as available

NATIONALLY featured on estatesales.org \$30/day/

Regionally featured on estatesales.org \$15/day

Newspaper Ad in local Paper \$50.00

**Attic:** Are there items in the attic that we need to take out for the sale? **Please circle Yes or No** If there are items in the attic we would be happy to get them out as long as it is safe to do so. If a proper working ladder is not available or if the attic seems unstable then we will not attempt to bring items down. Where is the attic access located? \_\_\_\_\_

**Appliances:** *Please CIRCLE the items that are authorized to be sold at the estate sale.*

Kitchen Refrigerator

Outdoor Grill (gas or propane?)

Microwave

Garage Refrigerator

Mounted Televisions

Stove

Deep Freeze/Freezer

Washer/Dryer(gas?)

Oven

**Access to the estate:** **MUST HAVE KEY PROVIDED IMMEDIATELY BY 9AM WHEN WE ARRIVE TO SETUP, NO EXCEPTIONS.** Aside from the homeowner or person acting on behalf of the homeowner nobody else should be in the residence the week of the sale or have access to the estate. Please advise who all will be in the home the week of the sale and ensure that nobody else has keys or access to the estate. Please make sure that any maintenance/painters/handyman and yard crews are not in the home doing work during the week of the sale. We have had too many bad experiences with items being sold to workers or family/friends after we have already setup and priced the sale and with those who have access to the estate taking items that do not belong to them. Any family members or friends that are in the home the week of the sale should understand this contract. Will anyone else have access to the estate the week of the sale? \_\_\_\_\_

**Prep Days/Estate Sale Hours/Days:** Prep time to setup for a sale is usually ONE DAY and occurs on either Monday or Tuesday from 9am to 5pm unless extended hours/days are required. Everything on the 1st page checklist **MUST** be completed prior to our arrival on setup day. Preparation will take as  
Client Initials \_\_\_\_\_

long as necessary however the average amount days are 1 to 2 days to prepare for the sale. We will advise you which days we will be present setting up so that you can make necessary arrangements. **Sale days/hours** Friday 9am-4pm Saturday & Sunday 9am-3pm unless we decide more or less days are required; hours/days can be extended or shortened at our discretion. We will usually arrive between 8 and 830 on sale days to set up the cash register and we may continue conducting the sale after closing time if buyers are present.

**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 the sale as well as the key and any other pertinent documents. Automobiles may be offered as a pre-sale item if we have a buyer that is willing to pay the asking price (unless discussed otherwise). Please list vehicles to be sold below:

**Year/Make/Model/Mileage** \_\_\_\_\_

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 DE-TAILED 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.

**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.

While we are present we will set the temperature at a comfortable level for staff and shoppers.

**PLEASE CIRCLE:** Are there any known problems Electricity,Air conditioning,Heat,Water,Plumbing *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.*

BY SIGNING THIS CONTRACT YOU AGREE TO HOLD HARMLESS AND OTHERWISE INDEMNIFY A TO Z ESTATE SALES 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 AD-DENDUM AND SIGNED OFF BY A2Z TO BE VALID. By signing below confirms your understanding and acceptance of the client responsibilities (pages 1-5) and that you understand and agree to A to Z Estate Sales information packet (pages 6-13) .

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ Date: \_\_\_\_\_

Client Initials \_\_\_\_\_



THIS PAGE INTENTIONALLY LEFT BLANK TO DIVIDE THE CONTRACT FROM THE INFORMATION PACKET

FEEL FREE TO WRITE COMMENTS ON THIS PAGE

Client Initials \_\_\_\_\_



**A to Z Estate Sales of North Texas**  
**4408 Sunbelt Dr Addison, TX 75001**  
**Amanda 972- 793-3432**  
**Office 469-828-1548**  
**Fax 972-408-2754**

[a2zestatesale@yahoo.com](mailto:a2zestatesale@yahoo.com) or [www.a2zEstateSale.com](http://www.a2zEstateSale.com)

**We look forward to conducting your sale!**

**There is no need to return this packet.**

**The following information is for you to keep so that you may understand the estate sale process better. Please make sure you abide by the following to prevent delay/cancellation.**

Client Initials \_\_\_\_\_



## AFTER OUR INITIAL CONSULT PRIOR TO OUR SETUP DAYS

**\*\*NO Pre-Sales:** Please do not allow any shoppers in the estate prior to the estate sale opening or after we close each day. Aside from this being a huge safety concern to you, it may also adversely affect shoppers coming for advertised items. After hours we continue to receive calls from potential buyers and may sell items over the phone by credit card. Please remember that buyers make special trips to attend sales for particular items; if the item is not available to them as advertised it may negatively impact our reputation/impede our credibility at future sales. *This includes pulling items that at our initial meet we were told would be for sale.* The decision to accept your sale is based on the following: quality, quantity, amount, and potential value perceived during our initial consult. Therefore the removal of any items that you initially discussed as being for sale may severely impact our estimated profits and reduce our assessed value of the sale. If non-discussed items are removed from the sale we reserve the right to cancel this contract or deduct our commission from the removed items. A picture inventory is often conducted to show larger or more expensive items. Advertising may begin after our initial consult and discussed items will begin gaining public attention. Often times buyers will drive hundreds of miles for a particular item and wait in line hours ahead of the opening time; removing advertised items also damages our reputation to these buyers. We understand that we may come across precious or sentimental items such as pictures or personal paperwork; we will make every effort to ensure these types of items are set aside for you in a safe area. **IF AN ITEM IS REMOVED WE MUST BE NOTIFIED SO WE CAN MINIMIZE ANY PROBLEMS THAT MAY ARISE FROM REMOVAL. FAILURE TO DO SO CAN RESULT IN ANGRY CUSTOMERS, DISRUPTION OF THE SALE, AND REDUCED PROFITS.**

**Scheduling Charity Pickup:** If you would like for charity to pick-up unsold items the choice of charity is entirely up to you. Attached is a list of charities names and numbers that we have used in the past; we are not affiliated with these charities and receive nothing from your donation. Available charities are dependent upon your location. It is your responsibility to call and schedule a date and time for them to pick up items. You must arrange for them to have a key or meet them there on your scheduled pickup date. ***Please note: schedule this ASAP to ensure smooth transition after the sale; charities book up fast!***

**Attic:** Are there items in the attic that we need to take out for the sale? Please answer on page 3. If there are items in the attic we would be happy to get them out as long as it is safe to do so. If a proper working ladder is not available or if the attic seems unstable then we will not attempt to bring items down.

**Gold/Silver/Jewelry/Coins/Firearms/Automobiles:** Our goal is to maximize your profits and prevent theft; therefore, if we come across jewelry or items containing gold or silver they may be sold outside of the estate sale to reduce risk; unless discussed otherwise. We have the ability to sell firearms as well; these may be sold prior to the sale to private buyers at our discretion. These items may be removed from the estate to be appropriately appraised, researched and priced. All costume jewelry items will be returned the first day of the estate sale. These items will be bagged/priced as well as tested for gold/silver.

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 the sale as well as the key and any other pertinent documents. Automobiles may be offered as a pre-sale item if we have a buyer that is willing to pay the asking price (unless discussed otherwise). Please list vehicles to be sold below:

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Please provide us with the **Year/Make/Model/Mileage** and whether or not the vehicle is in working condition on page 3. WE WILL NEED THE SIGNED TITLE AND KEYS ON THE 1ST DAY OF SETUP. IF THE VEHICLE NEEDS TO BE IN RUNNING CONDITION OR IT WILL BE SOLD AS IS.

IF A VEHICLE NEEDS TO BE DETAILED OR HAVE GAS/BATTERY THE COST WILL BE DEDUCTED FROM THE PROCEEDS OF THE SALE.

**Appliances:** Please identify on page 3 which appliances are authorized to be sold at the estate sale. We will be happy to disconnect water lines from appliances; however it is common for shut off valves to become eroded with time. If water lines will not turn off properly we will do our best to contain the leak which may include shutting off water at the street. We are not responsible for non-working valves. Any appliances, grills, heaters, or other items that are powered by gas should be disconnected prior to the estate sale. A to Z Estate Sales is not responsible for any damages resulting from water or gas leaks and by signing this contract you agree to indemnify us in any occurrences.

**Homeowners Insurance:** To ensure protection to our company and yourself we require you to have property and casualty insurance active until the conclusion of the sale. Although we do our best to protect the home from damage we are not responsible for any damages to the estate or personal accidents/injuries 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. By signing this contract you agree to indemnify us against any claims, damages or liability to a person or the property (including reasonable attorneys' fees) as a result of damages, any injury or other harm suffered by any person and stemming from the sale, whether arising before, during or after the sale.

**Licensed/Insured and Bonded:** A to Z Estate Sales is registered with the state of Texas and has insurance and bonding. If you require proof we will be happy to provide you with our documents upon request.

**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. While we are present we will set the temperature at a comfortable level for staff and shoppers. 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.

Client Initials \_\_\_\_\_

## WHEN A TO Z ESTATE SALES ARRIVES TO SETUP YOUR SALE:

**Access to the estate:** We will need a key that we will keep until the conclusion of the sale. Our standard policy is to mail the key back with the check unless instructed otherwise. Aside from the homeowner or person acting on behalf of the homeowner nobody else should be in the residence the week of the sale or have access to the estate. Please make sure that any maintenance/painters/handyman and yard crews are not in the home doing work during the week of the sale. We have had too many bad experiences with items being sold to workers or family/friends after we have already setup and priced the sale and with those who have access to the estate taking items that do not belong to them. Any family members or friends that are in the home the week of the sale should understand this contract. If anyone else has access to the estate please answer page 4.

**Cleaning:** In an effort to maximize property appeal for the sale, at no extra charge we will provide *minimal* cleaning that may include: light dusting of items for sale, sweeping/vacuuming (If homeowner provides a working vacuum for A to Z Estate Sales to use). At the end of the sale we will be happy to sweep/vacuum as long as you leave a working vacuum cleaner and broom for cleaning purposes. Please make sure vacuum marked not for sale and put away from sellable items. Please let us know if the home will be professionally cleaned after the sale. If so we may not need to vacuum/sweep; allowing us time to complete other end of sale duties. ***If the home requires excessive cleaning a fee of \$250.00 may be deducted. A good rule of thumb is if there is enough trash in the house to need bulk trash pickup then the cleaning fee will probably apply.***

**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.

**Pricing:** We have years of experience in the resale industry; therefore we are familiar with common estate items and their respective values for the customers we appeal to. If we believe an item to be of rare or exceptional value, we have an appraiser on staff. Items will be priced with a tag, sticker, or sign. In the rare instance that we agree to a reserve price on an item and it does not sell; we reserve the right to deduct our commission for the price that we could have sold it for had we been given the opportunity to price it at its proper value. Any price reserves must be mentioned and agreed upon at our initial meeting; no reserves may be placed after we have agreed to conduct your sale (*please disclose any items A to Z has agreed to on page 1*).

**Advertising:** At no cost to you A to Z will advertise on several popular online websites to maximize traffic to your sale and increase profits. Advertising may include: estatesales.net, estatesales.com, estatesales.org, newspaper, email/text messaging lists, company website and Facebook page as well as Craigslist. ***For added security, the precise location will not be disclosed to the public until 24 hours prior to the sale.*** We will obtain city permits & place directional road signs.

**We Provide:** As we deem necessary for the quantity and setting of your sale we provide display tables, display cases, preparation supplies, staff, and advertising at no cost to you.

**Staff:** All of our staff members are trained, professional, trustworthy, and knowledgeable. We will hire as many workers as we deem necessary to conduct your sale. All labor costs are of no-cost to you and are included in our agreed upon commission. However, in the event a security guard is deemed necessary (for example high value sales with high value jewelry, coins, excessive high ticket items) the expense is the financial responsibility of the client and will be billed from the proceeds of the sale.

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## THE SALE PROCESS:

**Estate Sale Hours/Days:** We usually conduct our sales for 3 days Friday Saturday and Sunday unless discussed otherwise or we decide that more or less days are required. Sale hours are usually 9am until 4pm on Friday and 9am to 3pm Saturday and Sunday; but can be extended or shortened at our discretion. We will usually arrive between 8 and 8:30 on sale days to set up the cash register and we may continue conducting the sale after those hours if buyers are present.

Preparation days are usually Monday through Thursday from 10am to 5pm unless extended hours are required. Preparation may take anywhere between 1 to 4 days with the average being 1 to 2 days to prepare for the sale. We will advise you which days we will be present setting up so that you can make necessary arrangements.

We ask that you please refrain from returning to the property until at least 5 pm while we are setting up and on sale days to allow us time to conduct closing procedures and to finish with customers.

**Conduct of Sale/Discount Schedule:** We pride ourselves on having a strong set of values that consist of professionalism and integrity. Our staff is knowledgeable, patient, and friendly with a personal desire to help others. We understand the care and respect required in handling these items as well as the sensitivity of the situation. We conduct the sale with two objectives in mind: To sell every available item and to maximize the proceeds from the sale.

During the course of the sale, it may be necessary to negotiate prices with customers as we deem appropriate. Sale prices are usually firm the first day, 25% off on the second day, and 50% off on last day items. It is at our discretion if further discounts are offered to liquidate the home of its contents. We will use our expertise in negotiating prices and reserve the right to discount items as we deem necessary. We do allow bids on items and will accept them if we deem appropriate. By law we are unable to sell alcohol; any alcohol will be disposed of prior to the sale day.

## AFTER THE SALE IS OVER:

**Payment:** At the conclusion of each day we will account for all monies including taxable and non-taxable amounts. A spreadsheet will be completed showing the amount of money collected each day, and the division between A-Z commission and your final amount. This spreadsheet and payment will be mailed within 24-48 hours after the conclusion of the sale with your key. The register will be removed each day for safety purposes and so that we may account for monies received and re-stock register.

***Checks will be sent to the name & mailing address specified on page 1; make sure this information is correct.***

**Disposal of Unsold Items:** It is expected that there will be unsold items at the conclusion of the sale regardless of how successfully we conduct the sale. We have charities available that would be happy to pick up your items and provide you with a tax receipt dependent on the quality of donations. Items that are broken, un-repairable, chemicals, or hazardous substances then they are not usually accepted for donations. We want to help as much as possible however our schedule may limit our ability to assist in scheduling donations; please make sure you schedule a charity to pick-up leftovers at your convenience after the sale. Most charities do not take mattresses, TV armoires, VHS/Cassette tapes or tube TV's. Please select what will happen to unsold items on page 2.

**Scheduling Charity Pickup:** If you would like for charity to pick-up unsold items the choice of charity is entirely up to you. Attached is a list of charities names and numbers that we have used in the

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past; we are not affiliated with these charities and receive nothing from your donation. Available charities are dependent upon your location. It is your responsibility to call and schedule a date and time for them to pick up items. You must arrange for them to have a key or meet them there on your scheduled pickup date.

***Please note: schedule this ASAP to ensure smooth transition after the sale; charities book up fast.***

**Cancellation:** You have the right to terminate this agreement, as do we. However, this agreement is subject to a termination fee for any work done prior to conclusion of the sale to include advertising fees and time spent. The termination fee will be calculated based on services rendered and reservation dates. *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 more. If we terminate the agreement without cause, we will not be entitled to any compensation. If termination of this agreement occurs we will provide you with an itemized list of services, staff, and hours worked if applicable. If this contract is cancelled because of breach of contract, we reserve the right to charge the above aforementioned fee 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.*

**Fees:** Our standard fee for providing these services is 40% of the net sale proceeds for a 3 day sale, however it is 50% for a one or two day sale because these sales are usually smaller. We will discuss with you the sale duration that we feel is sufficient. We will deduct our agreed upon commission from the sale proceeds once the sale is completed. At no cost to you we will pay for the aforementioned advertising methods; as well as the cost of our workers, professional road signs, and supplies needed to prepare and conduct the sale, we also provide the supplies needed to display your items: tables, shelves, and display cases.

However, if the home is not vacant during our work hours (9am to 5pm) on the days we are setting up and conducting the sale 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 estate sale date. During sale days your presence may take our attention away from shoppers and decrease our ability to sell items effectively; this may adversely affect profits.

**Your Satisfaction is our Goal:** Our business is built on referrals and word of mouth; therefore it is important to us that you are happy with our service. If at any time you are not happy with the services we are providing please let us know and we will be happy to fix any problems or miscommunications. ***Communication is key to our working relationship; please do not hesitate to discuss anything that is bothering you.***

We recognize that every client is different, and has unique situations/needs. We will take these factors into consideration and make every effort on our part to be flexible, understanding, fair, reasonable, and to work within your schedule. We hope that you will treat us with the same understanding.

If this letter correctly reflects your understanding of our agreed upon terms, please sign below in the spaces provided. If requested we will provide you with a copy of this agreement for your records. We appreciate your decision to choose A-Z Estate Sales and look forward to helping you through this chapter of your life and making this situation easier for you!

Client Initials \_\_\_\_\_



**CLIENT RESPONSIBILITIES CHECKLIST**  
**\*PLEASE INITIAL UNDERSTANDING\***

**MUST BE COMPLETED NO LATER THAN 9AM ON PREP DAY  
 NON-ADHERENCE COULD CANCEL/DELAY THE SALE  
 MAY RESULT IN CHARGES FOR LABOR/TIME/LOST PROFITS**

\_\_\_\_\_ **PERSONAL ITEMS**: REMOVE OR SECURE IN LOCKED AREA CLEARLY MARKED "NOT FOR SALE" PRIOR TO OUR ARRIVAL ON 1ST PREPARATION DAY BY 9AM.

\_\_\_\_\_ **PETS**: MUST BE REMOVED ON PREP & SALE DAYS.

\_\_\_\_\_ **PROVIDE KEY**: REQUIRED BY 1ST PREP DAY BY 9AM  
 ALARM CODE \_\_\_\_\_ GARAGE CODE \_\_\_\_\_

\_\_\_\_\_ **ATTENDANCE**: MUST BE ABSENT ON PREP DAYS 9AM-5PM & 8AM-5PM SALE DAYS. NO EXCEPTIONS.

\_\_\_\_\_ **NO REMOVING MERCHANDISE**: DO NOT REMOVE OR SELL ANY ITEMS YOU STATED WOULD BE FOR SALE BEFORE, DURING OR AFTER OUR INITIAL CONSULT.

Client Initials \_\_\_\_\_

## CHARITY PHONE NUMBERS

CALL ASAP TO GET ON THE SCHEDULE SPOTS FILL UP FAST

IF WE SELL EVERYTHING YOU CAN ALWAYS CANCEL HOWEVER IF YOU WAIT UNTIL THE SALE IS OVER TO ARRANGE FOR A PICKUP IT MAY BE SEVERAL WEEKS BEFORE THEY CAN COME.

### **POEMA/TRUSTWORLD**

**Benefitting victims of sex trafficking**

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