



## ONLINE ONLY ESTATE SALE

### 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 PREPARATION DAY BY 9AM.

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

\_\_\_\_\_ **PROVIDE KEY**: REQUIRED BY 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. NO EXCEPTIONS-ONCE LISTED ON OUR AUCTION PLATFORM BIDDER AND SELLER ENTER INTO A LEGAL CONTRACT GOVERNED BY TX STATE LAW.



**A to Z Estate Sales of North Texas**  
**Traditional Estate Sales & Modern Online Only Estate Sales**  
Please complete this contract and send via email, mail, or fax:  
Mail to: PO Box 560934 The Colony, Texas 75056  
Physical Office Address 4408 Sunbelt Dr Addison TX 75001  
Amanda 972- 793-3432 Fax 972-408-2754  
[a2zestatesale@yahoo.com](mailto:a2zestatesale@yahoo.com) or [www.a2zEstateSale.com](http://www.a2zEstateSale.com)

**Setup Days:** \_\_\_\_\_ **Auction 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 April 2019**

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

**Fees:** 35% of the net sale proceeds once all funds are received, usually 10 business days or less.

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 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.

**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 items have been posted online. 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. Abiding by this policy is crucial to a successful online estate sale. **Once items are listed a legal Texas contract is in effect & must be followed; nothing can be removed-no exceptions.**

**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 setup and prep days and pickup days from 8am 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 your understanding here \_\_\_\_\_.**

**Cleaning/Trash Disposal:** Please leave a vacuum for A to Z Estate Sales to use before, during and after the sale. If a vacuum is not left for us to use then we will do our best to sweep to clean up.

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.

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

**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:** If the home is managed by an HOA that requires approval for a sale please contact them prior to scheduling a date and send written confirmation from the HOA granting permission for buyers to pickup items. This only applies to HOA's that require permission to hold a sale.

**Advertising:** Included in our fee we advertise your sale on the following websites 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 can help to increase on-line traffic; please CIRCLE below if you would like to add to your advertising plan.

**PLEASE CIRCLE EXTRA ADVERTISING: We advertise on all these sites already but offer these too**  
 NATIONALLY featured on estatesale.com \$200.00.    NATIONALLY featured estatesales.net \$200  
 Locally featured on estatesales.net \$20.00        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. Please mark appliances that are NOT FOR SALE with a sign that says NOT FOR SALE.*

Kitchen Refrigerator	Outdoor Grill (gas or propane?)	Microwave
Garage Refrigerator	Mounted Televisions	Stove
Deep Freeze/Freezer	Washer/Dryer(gas?)	Oven

Please disconnect water lines from appliances; it is common for shut off valves to become eroded with time. Please disconnect prior to sale days to avoid damage to the home from water leaks. If not disconnected and 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; by signing this contract you agree to indemnify A to Z Estate Sales.

**Access to the estate: MUST HAVE KEY PROVIDED IMMEDIATELY BY 10AM 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/stolen by workers or family/friends after we have already setup and advertised please ensure that those who have access to the estate understand this policy and follow the terms of this contract. Will anyone else have access to the estate the week of the sale, if so please provide their names? \_\_\_\_\_

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

**Prep Days/Estate Sale Hours/Days:** Prep time to setup for a sale is usually ONE DAY and occurs on unless extended hours/days are required buyer pickup days are also one or two days depending upon the sale. Everything on the 1st page checklist MUST be completed prior to our arrival on setup day. Preparation will take as long as necessary however the average amount days are 1 to 2 days to prepare. We will advise you which days we will be present so that you can make necessary arrangements to have somewhere away from the home for your family and pets to stay that day.

**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. Please list vehicles to be sold below:

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

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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.

**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.

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, garage doors?

*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.*

**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 also be subject to removing from the home and held offsite for evaluation or to guard against theft. These items may be removed from the estate to be appropriately appraised, tested and weighed. All costume jewelry items/fine jewelry may be removed from the home for evaluation and to prevent theft from a vacant home and will be returned on or before buyer pickup day. Jewelry items may be prepared (sorted, photographed, and tested for gold/silver) off-site and at auctioneers discretion may be sold separately from the sale.

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

**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 OR RE-STAGE ITEMS ONCE WE HAVE SET THEM UP.**

**Payment:** At the conclusion of the sale we will account for all monies including taxable and non-taxable amounts. You will receive an inventory list of items sold and the division between A-Z commission and your final amount. This inventory and payment will be mailed within 10 business days after all buyer funds are received along with your key to the property. ***Checks will be sent to the name & mailing address specified on page 2; make sure this information is correct.***

**Disposal of Remaining Items:** With an online estate sale usually everything sells. However if there are broken items, chemicals, things we aren't legally allowed to sell please see attached junk removal professionals list. If items are sold but are not picked up in the allotted time period we may take them to our auction house for later pickup or if paid for and not picked up we may transport them to our warehouse. We have charities available that may take unsellable items such as mattresses on this professionals list as well. Unsold items may be sold to buyer when they pickup their winnings.

**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 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 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.*

**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.**

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

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

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

## 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 PICK-UP 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

Jim Morris 214-641-5725

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](http://pickupnow.com) the uber of movers

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