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***Thank you for choosing Tyler Grace Auctions, formerly known as 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 experts decide what is trash and what's treasure!

If there's something you're looking for let us know, if found we will set it aside!

**Option 1 35% Commission**

**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 in the closet, 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 the items in the garage (tools, chemicals, yard tools, etc).

**Option 2 35%**

**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 or if you are just decluttering, 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 "KEEP" items can be moved to, preferably in a secure "lockable" area. Mark that area/door with blue tape. For larger items like furniture you can leave them right where they are, just use a visible piece of blue painters tape. Blue tape is an easy and helpful way to ensure we understand what is NOT for sale (the blue painters tape usually doesn't damage the finish on items). Smaller items must be moved to a secure location prior to our arrival or if in cabinets or closets, you can mark the whole cabinet or closet off with blue tape. If there are more "not for sale items" in a room than there are "for sale items" then you can do the inverse-make a sign that says everything in this room with blue tape IS for sale-this will save tape and be easier on the eyes.

**Option 3 35% Commission if picked up OR items brought to us 25% Commission**

**Off-site sale, (we move your "sellable" items to our location)**

We schedule our movers to come to you with our 26ft box truck to pick-up your items and bring them to our Addison location to place them in our weekly auction that is open to the public for previews. All you have to do is pack the small items in boxes and have them ready for us to come pickup at your convenience. Please note, usually, it is best to sell the items from your home as they are "staged" and sell better in that environment however sometimes that just won't work and the items need to be moved off-site. If you are unable to box up your items we can still help; however our commission rate increases as boxing, moving, and unboxing requires more time, resources, and manpower; however we do have organizers on staff to assist in boxing up the items if needed.

**Important Dates:**

Agreed upon Prep Date (We will arrive between 10am-11am): \_\_\_\_\_

\* In case we get a sooner date on our schedule; what day would be the soonest that the home would be vacant and we could come prepare the home for the sale and photographing? \_\_\_\_\_

\* What date must items be out of the house? \_\_\_\_\_  
 Knowing this will help us to select end dates and pickup dates based on your needs as well as our availability. Usually the sale will end within 7 to 10 days after the prep date. The buyer pickup days are usually Fri, Sat, Sun and may only require one day or three depending on the size of the sale.

**Your Information:**

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

Sale Address (Street Address): \_\_\_\_\_

(City and Zipcode): \_\_\_\_\_

**How can we reach you?**

Best Phone #: \_\_\_\_\_ Can we text you? Yes/ No

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

**Where should we send your check?**

Make Check Payable to: \_\_\_\_\_

Mailing Address for Payment: Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Where did you hear about us? \_\_\_\_\_

**Please list anyone else that we are able to discuss details of the sale with:**

**\*Please use the last page for additional comments, requests, notes, or if there are items the family is looking for please let us know so that we do not sell them.\***

We can only share details about your sale with those listed above.

**\*PLEASE RETURN A.S.A.P. UNABLE TO HOLD DATES W/O CONTRACT\***

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

-ANY AMENDMENTS TO THIS CONTRACT MUST BE EXPLICITLY WRITTEN-

-VIA AN ADDENDUM AND SIGNED OFF BY A2Z/TGA TO BE VALID-

## CLIENT RESPONSIBILITIES

*-PLEASE INITIAL YOUR UNDERSTANDING & COMPLETE BEFORE 9AM ON PREP DAY-  
NON-ADHERENCE MAY RESULT IN CHARGES FOR LABOR/LOST PROFITS/POSSIBLE CANCELLATION/DELAYED SALE*

\_\_\_\_\_ **REMOVE PERSONAL ITEMS:** REMOVE AND/OR SECURE SMALL ITEMS & MARK LARGE ITEMS THAT ARE **NOT FOR SALE** WITH A PIECE OF BLUE PAINTERS TAPE. (FOR EXAMPLE: FURNITURE/APPLIANCES)

\_\_\_\_\_ **REMOVE PETS:** MAKE ARRANGEMENTS (DAYCARE/BOARDING) ON PREP/PICKUP DAYS.

\_\_\_\_\_ **PROVIDE SPARE KEY OR CODES:** DOOR \_\_\_\_ GATE \_\_\_\_ ALARM \_\_\_\_ GARAGE \_\_\_\_

\_\_\_\_\_ **HOA APPROVAL:** FOR BUYER PICKUP DAY(S) - USUALLY APPLIES TO GATED COMMUNITIES

\_\_\_\_\_ **ATTENDANCE:** PLEASE ENSURE THE HOME IS VACANT FROM 9AM-5PM PREP & PICKUP DAYS

\_\_\_\_\_ **ATTIC:** ARE THERE ITEMS FOR SALE IN THE ATTIC THAT WE CAN BRING DOWN SAFELY WITH AN INSTALLED LADDER? IF WE DO NOT FEEL IT IS SAFE WE WILL LET YOU KNOW SO YOU CAN MAKE OTHER ARRANGEMENTS. IF YES, WHERE IS THE ATTIC ACCESS LOCATED? \_\_\_\_\_

\_\_\_\_\_ **APPLIANCES:** PLEASE MARK WHICH ONES YOU WOULD LIKE FOR US TO SELL  
KITCHEN FRIDGE/MICROWAVE/GRILL/MOUNTED TV'S/WASHER/DRYER/GARAGE FRIDGE/FREEZER  
(SELLER IS RESPONSIBLE FOR DISCONNECTING WATER LINES BEFORE BUYER PICKUP DAY)

\_\_\_\_\_ **ADVERTISING:** OUR COMMISSION INCLUDES BASIC ADVERTISING ON MULTIPLE SITES  
WOULD YOU LIKE TO ADD EXTRA ADVERTISING TO YOUR MARKETING PLAN?  
NATIONALLY FEATURE ESTATESALES.NET \$200 AND/OR MAXIMUM COVERAGE ON ESTATESALE.COM \$280

\_\_\_\_\_ **VISITORS/CONTRACTORS:** ONCE WE BEGIN UNTIL BUYER PICKUP DAY-MAKE SURE THERE ARE NO CONTRACTORS/VISITORS SCHEDULED. ENSURE ANY WORKERS/FAMILY ABIDE BY THIS CONTRACT.

\_\_\_\_\_ **AUTOMOBILE SALES:** PROVIDE **SIGNED** TITLE & KEYS ON PREP DAY-COMMISSION 10%

\_\_\_\_\_ **UTILITIES IN WORKING CONDITION:** RUNNING WATER, WORKING TOILET, ELECTRICITY, AC/HEAT REQUIRED TO CONDUCT SALE. ANY KNOWN PROBLEMS: ELECTRIC/AC/HEAT/WATER/PLUMBING ?

\_\_\_\_\_ **DO NOT REMOVE/MOVE/SELL/DONATE:** ANY ITEMS YOU STATED AS "FOR SALE" AT OUR INITIAL CONSULT MUST REMAIN IN THE HOME-COMMISSION MAY BE DEDUCTED IF REMOVED.

\_\_\_\_\_ **HOMEOWNERS PROPERTY & CASUALTY INSURANCE:** KEEP CURRENT POLICY ACTIVE

\_\_\_\_\_ **WHERE SHOULD WE PUT TRASH?** \_\_\_\_\_

\_\_\_\_\_ **SETUP DONATION/CLEAN OUT SERVICE FOR *AFTER* THE SALE:** SEE PAGE 6 FOR VENDOR LIST

**WHAT WE PROVIDE AND WHAT WE NEED FROM YOU TO CONDUCT A SUCCESSFUL SALE:**

**Payment/Fees:** Our commission is 35% of the net sale proceeds; check is usually mailed within 10 to 14 business days or less with an inventory list.

**A. Vacancy Fee:** 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 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 or the presence of friends, family or contractors, may take our attention away from properly preparing and conducting your sale and this may adversely affect profits and cause errors on prep day/buyer pickup day.

**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. 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 on the client checklist, where you would like for us to place these items. Excess trash is your responsibility, junk removal contacts are listed on pg 7.

**C. Automobile Sales:** We have extensive knowledge in selling vehicles and oftentimes we can make you more money than if you were to sell a vehicle yourself or to a dealership. Commission on car sales is 10%. We require the keys, signed title and paperwork from the executor of the estate or power of attorney when we arrive to set up on prep day as well as any other pertinent documents. 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. The vehicle will be listed in the "as is" condition found on prep day. The better condition a vehicle is in, the more it will sell. Please note, "Sellable condition" means you have a properly signed title with power of attorney or letters of testamentary. Please note, if you state that a car is for sale at our initial consultation and it is not available to sell when we arrive on prep day; we reserve the right to deduct our commission off of the *kelly blue book* value as listed for "good condition in a private party setting". We mention this to reduce the incidents of bait and switch.

**D. Utilities:** We require the plumbing, electricity, air conditioning/heat/water be turned on and in working condition prior to prep day. If these utilities are not in working order, we reserve the right to cancel or reschedule the sale until these utilities are working. We will make every effort to minimize the use of these utilities; however we are not liable for any repairs of these utilities that may occur while in the home, if the garage door is hooked up to a working motor-do not lock the garage door manually as this can cause damage.

**E. Gold/Silver/Jewelry/Coins/Firearms/Automobiles/Estate Items- Moved Offsite to secure or sell properly to maximize profits:**

Some items may be removed to properly prepare, sort, display, photograph, research, or to be appraised off-site; this is at the auctioneer's discretion and items may be sold separately from the sale at the auctioneer's discretion in an effort to achieve a higher profit. *Items like firearms or small items of high value may be removed if the auctioneer feels that the residence is not properly secure to house such items while the home is vacant.* Jewelry items are usually collected and removed from the estate and are secured at our auction house located at 15166 Marsh Lane Addison Texas. Jewelry items are added to our weekly jewelry auctions where items are photographed in a light box and listed individually or grouped together according to quality/value. This benefits you by maximizing your jewelry profits and making these items available for preview to the public at our location and they are listed online in a separate auction. For these items you may receive a separate check once sold.

Oftentimes, after “traditional estate sales” the jewelry is left unsold because it is placed in cases at the front register—often unseen to buyers or skipped over in an effort to “not bother” the cashier. Many estate sale companies throw costume jewelry in a bin for customers to dig through and price things less than what we sell them for. This does not happen with us, we give your jewelry the time and attention it deserves. Jewelry is done off site at our Addison location by our jewelry specialist that is able to test, weigh, research and photograph the items to maximize profits. Please know, in the event we find something jewelry or otherwise that needs to be sold at a “larger venue” we reserve the right to sell through other venues by acting as your “authorized agent” we call this the “Frank Reaugh Clause” after we sold a painting through a larger auction house in 2015 that brought \$437,000.

**F. 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. Just remember, we don’t always put stickers on every item. It is important that you not move anything after we prep the items as some non-tagged items may be included in other lots. Moving items causes issues on buyer pickup day for our staff and customers. If an item is moved by the seller or those associated with the seller we reserve the right to charge the seller for that item as it has created a loss for our buyer and TGA. Items outside are usually not stickered due to weather events.

**G. Cancellation Fee:** You have the right to terminate this agreement, as do we. However, this agreement is subject to a termination fee, for services rendered, and profit loss from declining other profitable sales. *The signing of this contract reserves your sale days and may cause us to decline other profitable sales so it is important to make sure the dates are upheld.* In the event of cancellation on your part, we reserve the right to charge a \$3500 cancellation fee to cover all labor charges, advertising, and profits lost from cancellation of the sale. If this contract is canceled on our behalf because of a breach of contract, we reserve the right to charge the above aforementioned fee..

**\*PLEASE DO NOT MOVE/REMOVE/RE-STAGE ITEMS ONCE WE PREP\***

We have agreed to conduct your sale according to the items you portrayed as for sale at our initial consultation. Please ensure that all of these items are available when we arrive for prep day and buyer pickup day. We mention this in an effort to avoid a “bait and switch.” At the consultation we take photos of what is said to be for sale in an effort to prepare the auctioneer and identify major focal points of the sale. The items you present at our consultation are what we use to decide whether or not we take a sale based on profitability, quality, and quantity. Therefore, if we arrive on prep day and any items previously mentioned or pictured are no longer available to sell; then we reserve the right to deduct our commission for the auctioneer's perceived value of said item. However, if we arrive on buyer pickup day and find that an item was removed it will constitute theft because the item no longer belongs to the seller.. This entire agreement is applicable to the seller, sellers family, sellers friends, and any other contractors or third parties with access to the estate. It is your responsibility to ensure that the items in this estate are not moved, removed or damaged after we have agreed to conduct the sale. We are hired to liquidate items; please do not allow civil disputes between families or friends to occur on the property. On prep day the home becomes our “storefront or place of business” We ask that you do not subject our staff or customers to personal matters that may arise; any disagreements should be handled away from the estate. Any disruptions that occur may result in us charging the aforementioned cancellation fee.

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 A2Z ESTATE SALES OR TYLER GRACE AUCTIONS 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. YOU ASSUME ANY RESPONSIBILITIES THAT ARISE BETWEEN OWNERSHIP OF THE ESTATE AS APPLICABLE TO ANY DISPUTES OF OWNERSHIP. BY SIGNING, I AFFIRM THAT I AM AUTHORIZED OR HAVE BEEN APPOINTED TO SELL THESE ITEMS AND THAT THEY ARE FREE FROM ENCUMBRANCE. I UNDERSTAND THAT THESE ITEMS WILL BE SOLD IN A NO RESERVE AUCTION MEANING THERE ARE NO GUARANTEES ON PRICING. BY SIGNING BELOW CONFIRMS THAT I UNDERSTAND AND AGREE TO UPHOLD THE TERMS OF THIS CONTRACT & AGREE TO COMPLETE CLIENT CHECKLIST.

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

Relationship to the owner of items being sold: \_\_\_\_\_

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

## **CLEAN OUT PROFESSIONALS POST SALE**

*Please note that we are not affiliated with any of these companies nor are we paid for recommending them, we will not be held liable for any damages/lost time/money*

*If you don't have a pleasant experience please notify us so we can remove them.  
If you have any companies you think we should add to this list please let us know.*

*Make sure you call A.S.A.P.-  
Schedules fill up fast! If you wait too long to schedule... they may be all booked up!*

### **Charity:**

Soul Harbor 972-286-1940

### **Clean-Out:**

Junk Whisperer 214-307-9803

### **Movers:**

Chip/Miguel with the pickup network 214-923-0499

Element Moving 972-805-0988

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Please use the remainder of this page for notes, or to mention items the family is looking for . If we are aware of lost items and we locate them then we will put them aside for you.