



**Address: 15301 Midway Rd. Addison TX 75001**  
**Phone: 469-828-1548 Email: Tylergraceauctions@gmail.com**  
**Website: Tylergraceauctions.com**

**If you have any questions or concerns during this process, please call or email us directly.  
We can't fix it if we don't know there's a problem.**

**#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 prior to setup day, if found we will set it aside!

**#2 Rule: Vacancy and a house key is a must!**

We will not begin setting up a sale until everyone is moved out of the home. The home must be vacant; and anything you wish to keep must be removed prior to our arrival. We will need a key to keep until the end of buyer pickup day.

**#3 Rule: Please let us know of any problems with the home before signing.** Did this home have pets or smokers? Does the home have an unpleasant odor? Is there a rodent or pest problem? Is the AC/Heat/Water/Plumbing in working condition? Do we have access to any locks on the gates so that we can efficiently move outdoor items that are to be sold?

**WHICH OPTION WORKS BEST FOR YOU?**

**\_\_\_\_\_ Option 1 45% Commission**

**Moving 1st, take it (what you want) AND leave it (what you don't want).**

We try to make this process as easy for you as possible, that's why you hired us! Just pretend you are running away from home and taking with you only what you want to bring. Everything else that you choose to leave, let it stay right where it is. For example, leave all the clothes in the closets hung up, 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 walls, leave the books on the shelves and the items in the garage (tools, chemicals, yard tools, etc). We will determine what needs to be moved or thrown away.

**\_\_\_\_\_ Option 2 Offsite Sale: 50% Commission or 25% Commission**

We send our movers to you, and we bring the items to our location in our 26ft box truck OR we offer a 25% commission if you bring the items to us. Once your items are at our facility, we will unpack them and set them up to be sold in our weekly auctions that are open to the public for previews. Please have small items in boxes ready for us to pick up. 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 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 items requires more time, resources, and manpower; however, we do have organizers to assist in boxing items if needed.

**Important Dates:**

**Agreed upon Prep Date (We usually 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 3 to 5 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. Once the auctioneer decides which dates fit best into our schedule, we will notify you.

**Please provide us with the following information:**

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

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

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

**Best Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Where should we send your check?**

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

**Mailing Address for Payment:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**How did you hear about us?** \_\_\_\_\_

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

\_\_\_\_\_  
**Please email us directly with any additional comments, requests, notes, or if there's items you're looking for please let us know prior to our arrival, if found we may put them aside.**

**Please return A.S.A.P. we're unable to hold dates w/o a contract, availability changes daily.**

**ANY AMENDMENTS TO THIS CONTRACT MUST BE EXPLICITLY WRITTEN VIA AN EMAILED ADDENDUM AND SIGNED OFF BY A2Z/TGA TO BE VALID**

**CLIENT RESPONSIBILITIES:**

Please initial your understanding of the items below: Non-adherence may result in fees charged to cover labor, lost profits, possible cancellation or delayed sale.

\_\_\_\_ **REMOVE PERSONAL ITEMS:** Items that are not for sale must be marked with blue painters' tape (furniture/appliances). Please know that we will sell EVERYTHING (except items that are built into the house for example curtain rods, blinds, towel racks, bathroom mirrors, ceiling fans, towel racks and permanent fixtures) We will also sell trashcans, toiletries, cleaning supplies if not marked with blue tape.

\_\_\_\_ **PROVIDE SPARE KEY/CODES UPON OUR ARRIVAL ON SETUP DAY:**

You may also drop off a key at our Addison auction house prior to prep day. Please know that we cannot begin working until provided with this access and a vacant home. If needed, a quick 10 minute walk through is okay to ensure understanding.

DOOR CODE \_\_\_\_\_ GATE \_\_\_\_\_ ALARM \_\_\_\_\_ GARAGE \_\_\_\_\_

\_\_\_\_ **HOA APPROVAL:** For buyer pickup day(s) but usually only needed for gated communities.

\_\_\_\_ **ATTENDANCE:** Please ensure the home is vacant. Must be moved out prior to prep day.

\_\_\_\_ **NO VISITORS/CONTRACTORS:** From the day we begin until the end of buyer pickup day.

\_\_\_\_ **UTILITIES:** We require the home to have running water, working toilet, electricity, working HVAC. Prior to our arrival on setup day please set the thermostat at a max of 72\* in the summer months; and tset to a minimum of 76\* in the winter months. Having the thermostat set the day before allows our team to work comfortably so that we can conduct your sale to the best of our abilities.

\_\_\_\_ **DO NOT REMOVE/MOVE/SELL/DONATE:** Any items you portrayed as "for sale" at our initial consultation must remain in the home to be sold. Removal of items may result in cancellation or fees. If this occurs the auctioneer reserves the right to remedy how she sees fit based on the occurrence.

\_\_\_\_ **HOMEOWNERS PROPERTY & CASUALTY INSURANCE:** Must keep policy active.

\_\_\_\_ **ATTIC:** Anything for sale in the attic needs to be brought down prior to our arrival.

**AUTOMOBILE SALES 10% Commission:** Must provide signed title and key upon our arrival for setup.

The vehicle may be towed to our Midway location at auctioneer's discretion to allow buyer previews.

VEHICLE INCLUDED? YES/NO \_\_\_\_\_

**ADVERTISING:** Our commission includes advertising on multiple estate sale and auction sites. However, if you would like to increase your exposure, please let us know if you would like to advertise nationally on the following sites. Please initial if you would like to add the below to your marketing plan?

\_\_\_\_ Nationally on ESTATESALES.NET \$200

\_\_\_\_ Max coverage on ESTATESALE.COM \$280

## **Details and Explanations of policies and fees:**

**Payment/Fees:** Our commission is 45% of the hammer price of the item; check is usually mailed via USPS within 10 to 14 business days after completion of the sale with an itemized list of inventories sold. Checks are cut on Fridays of that week.

**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 invoke our cancellation fee. 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. 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 or buyer pickup day(s).

**B. Cleaning/Trash Disposal Fee:** If the home requires excessive cleaning/has excessive trash to remove, a fee of \$250 may be deducted or the sale may be canceled. 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; please notify us prior to prep day as to where you would like for us to place trash. Trash is your responsibility at the end of the sale; junk removal contacts are listed on page 7. If time, weather, excessive trash or our ability is not favorable we may leave trash in the home for you to dispose of properly.

**C. Automobile Sales 10% commission:** 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. 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. If you state that a vehicle is for sale at our initial consult and it is not available to sell when we arrive on prep day; we reserve the right to deduct our commission off of "Kelly Blue Book" value as listed for "good condition in a private party setting". We mention this to reduce the occurrences of bait and switch.

**D. Utilities:** We require the plumbing, electricity, AC/heat/water be turned on and in working order. If they are not in working order when we arrive; we reserve the right to cancel or reschedule the sale until remedied. We will make every effort to minimize use; however, we are not liable for any repairs that may occur, 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/Automobiles/High value items:** Please note, 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. In an effort to secure, properly prepare, sort, display, photograph, research, or to be appraised off-site; items may be sold separately from the house sale at the auctioneer's discretion in an effort to achieve a higher profit. Jewelry items are usually collected and removed from the estate and are secured at our auction house located at 15301 Midway Ln Addison Texas. Jewelry items are added to our weekly jewelry auctions or sometimes a special jewelry auction where items are photographed and listed individually or grouped together according to quality or value. This benefits you by maximizing your jewelry profits and making these items available for preview to the public at our location. 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 to be sold online. 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 prepared 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 do not move anything after we prepare 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 lost 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, 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 often 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 setup 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. Furthermore, 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, seller's family, seller's 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. Please remember, 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 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 AND MOVERS POST SALE:**

Please check with us prior to arranging, usually this is not needed after we conduct the sale, or we may have other options available. Because we do not use these services very often, they may change, we recommend you ask us for an updated list of charities prior to booking.

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 not be available to help you!

### **Charity:**

Soul Harbor 972-286-1940

### **Clean-Out:**

Junk Whisperer 214-307-9803

### **Movers:**

Chip/Miguel 214-923-0499

Ike Downing Mover 214-682-7266

Element Moving 972-805-0988