

ESTATE SALE AGREEMENT

Thank you for selecting Annie Laurie's Antiques to conduct your sale.

This agreement for sale of contents of a house is between

_____ (client) and Annie Laurie's Antiques (Laurie Ray, sale manager).

The house is located at:

The entire contents are to be sold, with the exceptions listed below:

Date(s) and Time(s) of sale:

We agree to provide the following services:

Organization: We will organize, arrange and display all items to be sold. If, during that process we encounter any items that appear to be of especially sentimental value, or we encounter especially valuable items the client has not told us about, we will consult with the client. We will use available tables, shelves, and similar areas for display purposes and we will provide additional tables and display cases, as necessary. To a limited extent, we will also clean the area where the sale is to be conducted, gather and dispose of items that cannot be sold (see after the sale for possible charges) and clean and polish selected items being sold, if necessary.

Pricing: We will appraise **ALL** items to be sold and will mark prices on them using price stickers, tags or signs that we will provide.

Advertising: We will arrange for all appropriate advertising. Advertising costs will be at client's expense, to be taken from gross sales at the conclusion of the sale. The client's sale will be listed in the local paper, Facebook, email newsletters to dealers and customers, flyers, direct mailings to our customers, and any other avenue we feel beneficial for the success of the sale. We will provide yard and directional signage the day(s) of the sale in the vicinity as permitted by law. The budget for this sale's advertising is agreed to be \$_____.

Advertising Liability: Additionally, client understands and agrees that the above outlined advertising will list the address of the estate, and a brief overview of items for sale. This will be advertised prior to the conduct of the sale. Client agrees that they are solely responsible for the security and safety of their estate and belongings prior to, and throughout the duration of the sale, and that Annie Laurie's Antiques assumes no liability for theft or loss.

Conduct of Sale: We will conduct the sale in a professional and efficient manner. To assist with the sale, we will hire as many individuals as we believe are necessary, from a pool of honest, experienced and reliable individuals that we use for that purpose. Unless you instruct us otherwise, we will conduct the sale with two objectives: 1) To sell every item not listed as an exception above; and 2) maximize the proceeds from the sale.

We ask that the client please not be present during the normal operating hours of the sale. This is only because with personal property often comes a personal attachment, whether that be of a sentimental or monetary value, and that can often times influence the conduct of our sale in a negative way. By hiring us, we make the assumption that you are in complete trust that our only goal is to accomplish the two objectives above. Those objectives can at times be difficult to achieve with a client who is present interacting with customers, and potentially micromanaging the sale of their own items.

During the first ___ day(s) we will not negotiate or discount prices with customers. After this period has expired, we reserve the right to negotiate prices and accept offers we consider appropriate in order to achieve the two objectives stated above. We will negotiate these prices based on the amount the customer is buying, the condition of the item(s), or as the sale progresses.

We will accept the following forms of payment: Cash, checks if we know the customer (we assume liability for fraudulent checks or checks with insufficient funds), and major credit cards (if client agrees to the credit card stipulations listed below). All credit card transactions will incur a small fee that is charged by our provider (PayPal) per transaction. This fee is currently .027% per transaction. This fee will be paid by the client upon completion of the sale out of the client's net profits before they are distributed to the client. This fee is only collected to offset the costs of the ability to accept credit cards, which is one of the most widely used methods of payment in use today.

Items sold immediately become the property of the buyers who are then responsible for packing and removing the item(s).

A. Commission: At the conclusion of the sale, the gross income will be counted, and a 40% commission will be taken

by Annie Laurie's Antiques from this number. The remaining funds will then be distributed to client after expenses are deducted (credit card fees, special removal charges, advertising costs, and other agreed upon expenses).

After the financials are calculated, a check and statement will be mailed to the client within three days of the end of sale.

In accordance with the conduct of sale, client agrees that our above commission rate applies on all items we have been told will be in the sale at the time the contract is signed. This is because our decision to accept this sale over other possible opportunities has been based on the quality and quantity of the items being sold. Therefore, after the contract has been signed, the removal of items (except those listed as exemptions above) is strictly prohibited. In addition, if any item(s) is removed after the contract is signed, we reserve the right to make an appraisal and to deduct our 40% of the appraised value from the client's share of the net proceeds at the conclusion of the sale, although we will attempt to be fair, reasonable and understanding in that regard.

Security: Unfortunately, we have come to the realization that some minor theft by customers is possible. We will however take reasonable steps to guard against theft to insure that nothing is stolen. However, Annie Laurie's Antiques cannot be held responsible for items that go missing during the rush of the sale.

Records and Receipts: Our records regarding the proceeds of the sale will be open to the client at all times during the sale. In addition, within three business days after the conclusion of the sale we will make a written summary of sales results showing the gross sale proceeds, the fees deducted, and the net proceeds distributed to the client.

Privacy: All information obtained that is not relevant to holding the sale will not be disclosed to any other party without the clients consent.

Termination of the Sale: This agreement may be terminated by either party for any reason at any time prior to the commencement of the sale. If we terminate the agreement we will not be entitled to any compensation unless the client has agreed to otherwise. If the client terminates the agreement, client agrees to pay us for ALL services (including aforementioned advertising costs) provided to the client prior to the time the client notifies us of the termination. In that event, we will provide the client with an itemized list of the expenses and time incurred.

After the Sale: After the sale there are always items that do not sell. We can provide several options in regards to these items including: leaving them for the client to dispose of, contacting a buyer to sell remaining items, taking agreed upon items to our physical location to sell via consignment at our shop standard 40% commission, donating to a charity of the client's choice, or a special arrangement which can be outlined below. Many of these options may include an additional fee in regards to transportation and time spent, which we will also outline below in agreement.

Conclusion: It is important to us that you be happy with our service before, during and after the sale. Above all, we recognize that in entrusting us, you are relying on our honesty and integrity. If you ever have questions or concerns in that regard, please let us know. We have found in almost all cases, potential problems can be avoided if we simply communicate with one another.

In addition, we recognize that every sale is different, and we will make every effort to be flexible, to be fair, reasonable and understanding, and to work within your schedule. We trust that you will do the same.

If this correctly reflects your understanding of our arrangement, please sign both copies of this agreement in the space provided.

We appreciate this opportunity to serve you, and we look forward to a productive sale!

Very truly yours,

Laurie Everett

Annie Laurie's Antiques

536 Broadway

Cape Girardeau, MO

(573) 339-1301

ACCEPTED AND AGREED TO

This _____ day of _____, 20____

Signature:

Client

Phone Number