

# *Magnolia House Estate Sales*

*Rex Ransome, owner*

• Baton Rouge, LA 70808 • 225-383-6923 • rexrt@hotmail.com

## **Estate Sale Contract**

Seller(s): \_\_\_\_\_

Date(s) of Sale: \_\_\_\_\_

Sale Location: \_\_\_\_\_

### **Our process in hosting your estate sale:**

**Organization:** We will organize, arrange and display all items to be sold. If, during that process, we encounter items that appear to be of especially sentimental value, or we encounter especially valuable items you have not told us about, we will consult with you.

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, and clean selected items being sold, such as fine china and furniture, if necessary. We will ultimately stage the entire house to maximize visibility of every item while maintaining the best flow as possible for customers during sales hours.

**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. If we believe there are items of value that are not within our area of expertise, we may choose to engage an outside appraiser having the necessary expertise, at our expense. We welcome your input regarding the value of specific items. However, given our experience in this area, we reserve the right to make all final pricing decisions.

**Advertising:** We will arrange for appropriate advertising at our expense. Your sale will be listed in the local newspaper, Estatesales.net, Craig's list and Facebook. We also have our own mailing list with about 1000 customers. In addition, we will place a sign in the yard during the sale and additional signs in the vicinity of the sale if permitted.

**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 reasonably

necessary, from a pool of honest, experienced, reliable individuals that we use for that purpose.

We will conduct the sale with two objectives: 1) To sell every available item; and 2) Maximize the proceeds from the sale. During the course of the sale, we do not negotiate prices with customers. We have found through experience that setting firm prices on Friday, setting an across the board 20% off on Saturday and 40% off on Sunday produces more income overall. However we do accept bids on items if we consider them appropriate in order to achieve the two objectives stated above. I will allow clients to establish a reserve price for a couple of important items if desired.

We ( ) may ( ) may not sell any or all items before the sale date. If we presale any items we will forward you the proceeds according to the schedule contained herein.

**Sale hours:** We generally run our sales in the following format: Thursday evening preview from 4PM -8PM (sales are allowed), Friday 8AM – 6PM, Saturday 8AM - 5PM, and Sunday 10AM – 5PM... this adds up to 30 hours of sale time! We notice that our competitors open later and close earlier!.. The more hours open for sales, the more chance of sales! We want to make you the most money possible!

**Security:** Unfortunately, we have come to realize that some minor theft by customers is possible. We will however take reasonable steps to guard against theft including stationing personnel near small, high-value items such as jewelry. We will hire an adequate number of employees to work the sale. If you request it or if we recommend it for the sale and you agree, we will also hire one or more off-duty policemen to provide security at the sale, at your cost.

**Records and Receipts:** Our records regarding the proceeds of the sale will be open to you for review within three days after the sale and up to two weeks after the sale. We do not provide copies of all the receipts to you as this could amount to several hundred copies. However, within three business days after the conclusion of the sale we will make available to you a written summary of sale results showing the gross sale proceeds, the fees and expenses (if any) deducted, and the net proceeds distributable to you.

**Payment Methods:** We will accept cash and checks and credit cards. We are responsible for any charge backs on credit cards or returned checks.

**Fees and Expenses:** Our fee for providing the services discussed above is -----% of all sales. Our commission is payable 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 the sale over other possible opportunities. *Our planning and preparation for the sale have been made based on the **quantity and quality** of the items being sold therefore we discourage the removal of items after we have been hired.* If an item or items are removed after we have started working on the sale, we reserve the right to appraise the removed items

and to deduct \_\_\_\_% of the appraised value from your share of the proceeds of the sale, although we will attempt to be fair, reasonable and understanding in that regard.

If a sale requires extraordinary clean-up before the sale can begin, we will engage a cleaning and trash removal service, with your prior permission, with the cost to be deducted from your proceeds. The cost for extraordinary clean-up is \$30.00 per hour per person hired to do the heavy labor. Your sale ( ) will ( ) will not require this service.

**Termination of this Agreement:** 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 you have agreed otherwise. If you terminate the agreement, you agree to pay us for all services provided prior to the time you notify us of the termination, at the hourly rates of \$30/ hour per person and any incurred sale related expenses up to the date of termination. In that event, we will provide you with an itemized list of the personnel engaged and their hours and the expenses incurred.

**Property and Casualty Insurance:** Because the sale is taking place on your premises, we are relying on you to have in place ordinary property and casualty insurance, as we cannot be responsible for any injuries or other harm 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. You agree to indemnify us against any claims, damages or liability (including reasonable attorneys' fees) as a result of an injury or other harm suffered by any person and stemming from the sale, whether arising before, during or after the sale.

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

**Other Matters:** We recommend that you are not present while we organize, appraise and mark items, or during the sale. We find that we work more efficiently this way. It has also been our experience that being present during this process or attending the sale may be difficult for our clients if the items being sold are of sentimental value to you.

**After the Sale:** We ( ) will ( ) will not be responsible for cleaning the premises after the sale. If we are to clean the premises after the sale, the hourly rate will be \$30.00 per hour per person required.

**Items that do not sell:** We will dispose of these by the following methods:

( ) leave them for you to dispose of

( ) contact a buyer to sell remaining items (fast but will not generate very much income)

( ) take agreed items on consignment (same percentage as if they sold before the sale)

( ) donate to charity (we handle the arrangements and leave the house completely empty, seller receives tax deductible receipt for the donation)

( ) other

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Our business is built on referrals. Accordingly, it is important to us that you be happy with our service. Above all, we recognize that in entrusting your sale to us, you are relying on our honesty and integrity. We have always operated, and will always operate, with the highest standards of honesty and integrity. If you ever have any questions or concerns in that regard, please let us know.

We have found that in almost all cases, potential problems can be avoided if we simply communicate with each other. 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 and return one copy to me. We appreciate this opportunity to serve you, and we look forward to a productive sale!

Very truly yours,

Rex Ransome

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ACCEPTED AND AGREED TO

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Client