



ESTATE SALE AGREEMENT

Thank you for selecting Treasure Hunt Estate Services to conduct your sale

Seller

Sale 2025 Dates and Times

Sale Location

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 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 and polish selected items being sold, such as silverware, fine china and furniture, if necessary.

Pricing We will inspect personal property and value using fair market value for an Estate Sale. Items to be sold will have prices on them using price stickers, tags or signs that we will provide. 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. Andrea Waite is a Graduate Certified Appraiser (GCA) from the College for Appraisers in Whittier, CA, and is a Certified Accredited Appraiser (CAA) by the Appraisers National Association of Huntington Beach, CA.

Additional Consignees We may bring in additional items to add interest and diversity to the sale. These items will not interfere with your items sale, but serves to enhance the sale. The tags on these items will have the other client's initials to facilitate fair accounting for all. Your tags will have just prices and no initial's as the majority of the items are yours.

Advertising We will arrange for appropriate advertising at our expense. Your sale will be listed on EstateSales.net, Estatesale.com, Estatesale.org, Craig's List and our own site. In addition, we will place a sign in the yard during the sale and additional signs in the vicinity of the sale, if permitted.

We will state the following in the advertisements:

"Terms and Conditions"

Cash or debit cards only. No drinks, food, pets, backpacks, or large purses allowed on the property. You enter at your own risk!! We are not responsible for any injuries or accidents that may occur on or near the sale premises. All sales are final with no returns or exchanges. All items sold in as-is condition without warranty. You must remove your own items without causing any damage to home and property.

Conduct of Sale We will conduct the sale in a professional and efficient manner. Unless you instruct us otherwise, 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 may negotiate prices with customers and accept bids as we consider appropriate in order to achieve the two objectives stated above. We will negotiate on your behalf during the sale. Discounts off the tagged price will be made where appropriate based on the amount the customer is buying, the condition of the item(s), or as the sale progresses.

Security Unfortunately, we have come to realize that some minor theft by customers is possible. We will however take every step to guard against theft including stationing personnel near small, high-value items.

Records and Receipts Our records regarding the proceeds of the sale will be open to you at all times during, and for six months after, the sale. In addition, within seven 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, and the net proceeds distributable to you.

Customer Payment Methods at Sale We accept cash, debit cards & Zelle only. No checks.

Fees and Expenses No set-up fees, no labor fees, and no advertising fees.

Scrapping precious metals	25%
Presales, Onsite sales, online sales	
Sales of \$7,000 & more	40%
Sales of \$5,000 & more	50%
Sales of \$3,000 & more	60%

Clean out fee is not included, tbd based on items left over. We do not make a profit on the clean out, fee is based solely on our cost. Clean out is optional

Our commission is payable on all items we have been told will be in the sale, after family has removed and/or marked-tagged items desired. This is because of our decision to accept the sale over other possible opportunities. Our budget planning and preparation for the sale have been made based on the quantity and quality of the items being sold therefore we do not allow the removal of items after the contract is signed, except tagged items. If an untagged item or items are removed, we reserve the right to appraise the removed items and to deduct the above sales percentage of the appraised value from your share of the proceeds of the sale.

Settlement Receipts will be paid and remitted to:

Seller name and address:

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 \$40/ hour 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.

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 do not allow the client and their family to be on-site while we are running the event. As people shop, they tend to judge and speak freely about the items they see. This can be seen as offensive by people who have emotional attachments to these items. Most importantly, having a client and/or family on-site can hinder the success of a sale by distracting the staff and shoppers. Client is required to inform family that attendance is not something we allow.

After the Sale There are always items that do not sell. Upon approval of client, we dispose of left over personal property items two ways.

1. Take agreed items on consignment (same percentage as if they sold before the sale)
2. Clean out is optional and has a fee, that fee is based on items left over and will be quoted to client prior to arrangement of clean out. This clean out does not include cleaning of premises, such as shampooing carpet, cleaning shelves etc. If cleaning is desired we can provide a quote.

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 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 this Agreement in the space provided and return to us. We appreciate this opportunity to serve you, and we look forward to a productive sale.

Very truly yours,
Andrea Waite, GCA, CAA
Treasure Hunt Estate Services
Phone 949-735-9084 / Fax 208-379-0513

ACCEPTED AND AGREED TO _____ Date

Signature: _____ Client

Signature: _____ Treasure Hunt Estate Services