

HAVEN ESTATE SALES

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Estate Sale Agreement

Thank you for choosing Haven Estate Sales to conduct your sale.

Client(s) Name(s): _____

Phone _____

Email: _____

Date(s) of Sale _____

Sale Location: _____

Haven Estate Sales agrees to provide the following services:

Organization: We will organize, arrange and set up displayable items to be sold, although some items may be best displayed in open box format. 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 your available tables, shelves, and similar areas for display purposes. We will provide tables as needed. Unless we are notified otherwise, items that are broken or chipped will be disposed of, along with any prescription drugs and open alcohol bottles. Food may be donated, thrown away or sold in the sale. Please leave wall décor on the walls, as it makes for a more complete, staged room. We may rearrange items or move furniture location.

Pricing: We will appraise all items to be sold and price those using tags, stickers or signs. If there is an item that is not in our area of our expertise, we may engage an outside appraiser at our expense. We welcome your input regarding the price paid for specific items. However, given our experience in this area and the demographics of the location of the sale, we reserve the right to make all final pricing decisions. (Please note, values of certain items may increase or decrease over time and change with the market.) Some items regardless of market value may be difficult to sell at any price. (for example: medical supplies, very worn or mildewed furniture, broken items, stained clothing, non-working items, out-dated items, etc. Do not be surprised if items like these do not sell.) If our price on an item is not acceptable to you, we will mark item as SOLD. However, most items for sale under \$1.00 will not be marked. Set up and pricing time can take as little as one day to a week or more to complete.

Advertising: We will arrange for widespread advertising. Your sale will be listed on EstateSales.net, our own site, and sale specific metro Atlanta sites. We will provide Estate Signs bearing our company name and/or logo to promote the sale, as well as a large banner on your property. Signs will also be placed on nearby roadways.

Conduct of Sale: We will conduct the sale in a professional and efficient manner. To assist with the sale, we will staff as many individuals as we believe is reasonably necessary, from our trusted pool of associates, who are honest, experienced and reliable. We care about our clients and their property and will do our best to make sure attendees respect the property. Unless you instruct otherwise, we will conduct the sale with two objectives: 1) To sell every item possible; and 2) To 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. However, you may establish minimum prices for a small number of items if desired. Please provide us a list one to two weeks before the estate sale begins of

the minimums established for those items. We may offer our advisement of the ability to sell such items and your minimum price as certain items may not be easily sold. Please consider beforehand what you will do with an item if it does not sell. This may help to decide whether you are willing to negotiate the selling price. We will negotiate on your behalf during the sale. As the sale progresses, we may discount up to 10% the first day, and typically 25% the 2nd day 30-35% the third day and 50% or more on the 4th or last day of the sale. If you are more interested in liquidation in order to empty estate contents, we can offer customers greater discounts immediately. If we conduct a one, two or three day sale, discounts will be taken in proportion to the number of days of the sale.

Items we view during the “walk-thru” part of the consultation, and are said (by you the client), to be included in the sale, are considered part of the sale by us, and may be influential as to why we accepted the sale. Please do not pull or make items unavailable after our consultation, which you have designated as for sale.

Haven Estate Sales services and our Client agree to these terms:

1. The Client will remove and pack all personal items from the premises prior to the sale that are not being sold. (Unless items can be moved to a room specified for such items.) For larger items that cannot be moved, we will mark SOLD them, and it can remain on the property during the sale.
2. As soon as the Estate Sale Agreement is signed and received by us, the sale is active and items are available for pre-sale to the public. At this time, nothing is to be given away, sold by you to friends or family or otherwise. All interested parties must contact Haven Estate Sales to purchase items until this contract is ended with the completion of the sale. Pre-sales may only be picked up during the actual Estate Sale date unless otherwise arranged.
3. If we find anything of a personal nature or memory related, (like photographs or medical records) we will put them aside for safekeeping.
4. We will handle all cash and change needed for the sale. We will accept Cash, Debit or Credit Cards, Venmo, CashApp, PayPal, ApplePay, GooglePay, SamsungPay, Zelle, and others.
5. We encourage no client or relative of the estate be present while the sale is being conducted. We understand this can be a sensitive time for our client or family members and being present often makes potential customers uncomfortable, which could result in less sales. Family and friends are encouraged to pre-sale shop online before the sale and make their purchases by card by calling Haven Estate Sales at (770) 361-0839. Items can be picked up during the actual public sale.
6. We do not conduct sales where there are people in residence at the estate.
7. We liquidate vehicles (drivable as well as junk vehicles, trailers, tractors, RV's motorcycles, and campers, etc.). However, we will need access to the title and key to said vehicle(s). We can provide a blank “Bill of Sale” for the sale of the vehicle when it sells if you have the title. Vehicles cannot have any liens upon them. Older vehicles and/or junked vehicles may not need a title.

PAYMENT OPTIONS: No money is ever due up front. Please choose one of the following payment options; which will be deducted from the total proceeds at the end of the sale.

OPTION 1: () Haven Estate Sales retains **40%** of the total gross sales as our commission. You will receive 60% of the total gross sales minus the Advertising Fee you choose below. You may select either Silver Level or Gold Level Advertising. Silver Level allows up to 200 photos online. Gold Level allows an unlimited number of photos online. *Choose One:* **(Silver Level Advertising \$149 _____) (Gold Level Advertising \$225 _____)** **Client is responsible for the removal of remaining items in the estate after the sale.**

With **Option 1** above, **60%** of the proceeds from the sale, minus the advertising fee level chosen, will be paid to you within 1-3 business days. We will provide a written receipt of total sales and the net proceeds distributable to you. Client is responsible for removal of all the contents leftover from the sale.

OPTION 2: () Haven Estate Sales retains **40%** of the total gross sales as our commission. You will receive 60% of the total gross sales minus the Advertising Fee you choose. See options below. You may select either Silver Level or Gold Level Advertising. Silver Level allows up to 200 photos online. Gold Level allows an unlimited number of photos online. *Choose One:* (**Silver Level Advertising \$149 _____**) (**Gold Level Advertising \$225 _____**) **With Option 2, Haven Estate Sales is responsible for the entire Clean Out and may utilize third party persons, charities or our own workers to do the Clean out.** A clean out estimate will be given upon completion of the actual Estate Sale. Please note, if there is need for a clean out to be completed within 3 business days after the sale a **Rush Surcharge** will be added of \$500.

Clean Out Estimate \$ _____ Rush Add Additional \$500 _____

With **Option 2** above, **60%** of the proceeds from the sale, minus the advertising fee chosen, will be paid to you within 1-3 business days. We will provide a written receipt of sales total. Then we require payment for any additional fees and expenses, approved by you, as necessary to clear out the remainder of the estate. (If you prefer we can deduct the clean-out expenses from total proceeds of the Estate Sale.

Any additional fees you have approved, (i.e., dumpster fee, or cleaning fees) will be paid to Haven Estate Sales immediately upon completion (or) these fees can be deducted from the proceeds of the Estate Sale. Per this agreement, you will receive the net amount after all expenses have been deducted, or pay Haven Estate Sales upon completion of services.

Option 2 is good if an entire “clean-out” is necessary. This does not include cleaning of the property, removing trash or debris, but the removal of all remaining items that were for sale in the estate sale. Depending on the outcome of the sale, Haven Estate Sales or a Clean-Out and Hauling Company will be commissioned to remove the contents of the house. (If the house is full of trash or in hoarder state, additional fees may apply, including the possibility of a dumpster fee.) This can be discussed during the consultation or after the estate sale.

OPTION 3 () This Option is for Haven Estate Sales to do online liquidation of specific small items that are shippable, (i.e. fine jewelry, coins, collectibles, or other small estate valuables). Haven Estate Sales retains 40% of the gross sales of the net sales after payment is made to Third Party platforms, (i.e., EBay, Etsy, etc.) for their listing and sales fees, (Generally an additional 10-15% of the gross sales.). We will photograph, list, sell and ship the item for you. Checks will be issued to you when the item sells.

CANCELLATION POLICY: There is a **\$200 cancellation fee** if client cancels the sale for any reason within a 2-week period after signing this agreement. This is due to the fact we have reserved this time space for your sale, and may have had to decline other offers for this sale date. As well, many work hours are put in on your behalf before the sale actually begins doing pre-sales, customer inquiries via email, and phone calls. It is rare, but we reserve the right to cancel a sale for any reason at any time, with due respect to the time frame scheduled. We will give you as much advance notice as possible if this were to occur.

***IMPORTANT REMINDER - PLEASE READ:** Once this contract is signed, items in the estate **MAY NOT BE REMOVED** from the property, and may not be **SOLD** nor **GIVEN AWAY** “*on the side*” by you, family or friends, to any interested persons, including family members, or friends. If someone in the family wants to buy something from the estate after the contract is signed, they must contact us and make payment arrangements with Haven Estate Sales **BEFORE** removing it from the estate. **(This is considered a pre-sale).** **IF ITEMS ARE REMOVED, the TAG PRICE or estimated tag price** (if we have not tagged the item yet), **WILL BE DEDUCTED FROM YOUR PERCENTAGE OF SALE PROCEEDS.** During our consultation whatever items are to be included in the sale are included in this contract and not to be sold before the sale. This is due to the fact that we accept an estate sale contract due to the items we acknowledge to be part of the estate sale during our consultation and may have included them on our online photos and descriptions. Thank you for understanding. So please make sure before your consultation and before you send us the signed contract, you

have already taken the items you plan to take. (It is appreciated if during the consultation you can tell us what is not being sold in the estate sale.)

OPTIONAL ADD ONS: If you choose to add additional services, please check all that apply. These can be reviewed after the sale is complete.

- The pre-sale or after sale cleaning of items and/or home. (\$25 per hour per person)
- Trash or debris removal (\$25 per hour per person (2-4 people) – may or may not require dumpster rental.
- Dumpster Rental \$450-\$1000 (dependent on dumpster size and how many loads required.)
- After Sale Clean Out. (**See Option 2.** Actual estimate may vary)
- Appraisals \$49 per hour. (This is if we are solely doing an appraisal.)
- Retain Haven Estate Sales solely to professionally *Price and Tag Estate Items*. Client conducts the sale and obtains their own advertising, staging, clean-out etc. \$50 per hour. Payment for services is due immediately at the completion of our team pricing and tagging of the estate. Note, items that would sell for \$1.00 and under may not be tagged.

*We request permission to add items to the sale that may enhance the sale to draw more buyers. Example: If the walls are bare, we would like to add pictures. If there are no or small amounts of jewelry or coins at the property, we can draw and appeal to a wider audience by providing these as “accent items. Haven Estate Sales will retain the income from the sales of these items. If you agree, we can showcase the estate with added accent items, please initial here. _____

Please note we will not add items that are in competition with your items. (Ex. If you have fine jewelry, we will not bring fine jewelry) If you are opposed to showcasing the estate with “accent items” to enhance the sale, please initial here. _____ *The addition of “accent items” draws a larger audience.

PROCEEDS PAYMENT INFORMATION (Name to Print on Check and Mailing Address)

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

CLIENT SIGNATURE _____ **Date:** _____

ADDITIONAL NOTES: (State here any large items that need to be marked SOLD before sale, if they cannot be removed from the property before the sale, or anything of importance to note, including access code, if applicable.)

Estate Sale Checklist

What to do in preparation for an estate sale:

Do not throw anything away

Unless it is truly trash, food, prescription medications, personal photographs, personal video tapes, paperwork, bankcards, checkbooks, or anything with personal information.

Remove all items that are not in the sale. Go through boxes in advance

All items that will not be included in the sale should be physically removed from the Estate Sale location or placed in a designated room in the property. Go through boxes in advance to decide what to keep or sell. We do not have time to dig through personal items you have not gone through. Do these things before you call a professional to conduct a walk-through during your consultation. The decision to conduct a sale is based on the quality and quantity of items available for sale.

Walk-through consultation

After the removal of all personal items and those not included in the sale, it is time for a walk-through evaluation. This is an opportunity for you and us, as your liquidator, to meet and discuss the process in person. This is also a good time to discuss dates for tagging and the sale.

Sign the contract

A contract is necessary to protect you as well as your liquidator. Our contract details what we will do as well as what is expected of you, our client. Read the contract carefully to ensure you understand all aspects of the process.

Have an access plan available for your liquidator before they begin work

Before work begins, have a key, access code, garage or gate opener easily available for the liquidation team. You do not have to be present. Liquidators often find it faster and more efficient to work on an estate when the client is not present.

Let your liquidator do the work

Once, you have signed a contract and set a start date, it's time to let your liquidator do the work. Relax and look forward to a mutually beneficial Estate Sale.

After the sale

When the Estate Sale has ended, you may choose to keep the unsold items, donate them, or have us coordinate with someone who will take the remaining items. If no charitable organization is available to take the pick up the items, you may choose to hire Haven Estate Sales or an outside cleanout company to clear them out. This does not include house cleaning. Please see Estate Agreement for Options.