

1262 Creekwood Drive
Cookeville, TN 38501
931-979-1617

AGREEMENT TO CONDUCT ESTATE SALE

Property
Address _____

Date of Sale: _____

Thank you for selecting Cottagelady Estate & Moving Sales to liquidate the contents of the home/office located above.

The purpose of this agreement is to outline terms, timeliness & fees regarding the sale of this estate or moving sale.

1. Services Cottagelady Estate & Moving Sale Provides:

- **Organization:** Each sale is completely different. We will organize each sale according to what we feel it should be to make the most of the sale. Integrity is very important to us. We will use available tables, shelves and similar areas for display purposes and we will provide additional tables and display cases if necessary.
- **Pricing:** Given our substantial experience in this area, **we reserve the right to make all final pricing decisions.** We have at least one common goal to make you the most money and disperse of all items. ** We do not do inventory – we do not list individual pricing – most small items are group priced by sight at checkout. Larger items are adjusted each day. **Items are only “worth” what someone is willing to pay for them.** We will negotiate prices to make sure you get the best possible price. Each day we adjust pricing so that at the END of the sale we are not left with a ton of items. This is a liquidation – not a store-front. Our goal is to sell and move the items out of the dwelling.
- **Advertising:** We will arrange for all advertisement regarding the sale to appear in the surrounding areas. We advertise locally as well as through multi media. We use Facebook; and local area sales networks.
- **Conduct of Sale:** We will conduct the sale in a professional and efficient manner. We have a team for sale days appropriate for your sale.
- **Our goal for your sale:** Our goal is to make sure your sale is successful – getting the most monetary value for your items and selling all that can possibly be sold is a successful sale.
- **Security:** Unfortunately, we all realize that minor theft may occur. We do our best to make sure steps are in place to secure entry and exits. We have small valuable items placed close to cashiers. We have people in place to make sure your items are as secure as possible. However, we are not responsible for theft.
Disposal of Unsold Items: There are always some items left over at the end of a sale. We will provide a list to you of organizations for you to contact that will pick up these items if you choose. We will box or bag smaller items and have them put in an area for their pick up.
- **Records, Receipts & Payment:** Within 2-3 weeks after the conclusion of the sale, we will give you a summary of the sales log along with your proceeds. Sales log provides

transactions throughout the day. These are not itemized. Example: If someone buys 5 items, we total all five and write the amount down.

- **Fees and expenses:** Cottagelady Estate & Moving Sales will provide all services above and in exchange receive 30% (total sales over \$10,000 and 35% for total sales under \$10,000) of all gross sales proceeds. We ask for nothing up front. Cars, boats, planes, motorcycles are at 15%.
- **Removing Items Pre-Sale:** Our commission is payable on all items we have been told will be sold at time of the sale. It is imperative that no items be removed once we are in agreement that Cottagelady Estate & Moving Sales will handle your sale. We have chosen you over other estates to handle on your particular day. If an item or items are removed after the contract is signed, we reserve the right to collect commission on those items.
- **Post-Sale Cleaning & Moving of Furniture:** When the sale is over the premises will be left in "broom clean" condition. Unsold items will be grouped to a very small area – trash & debris will be swept to trash area and bagged.

CLIENT RESPONSIBILITIES:

- Sale days are very busy. **We respectfully ask that clients/owners NOT be present during sale days.** It is an emotional/stressful time for you. We need to focus on the SALE which is our main priority and what you have hired us to do.
- Anything "knowingly" broken/inoperable must be disclosed.
- **All medications and personal papers must be removed from site. Also, jewelry not for sale, any cable boxes and remotes, or keys in locks (i.e., deadbolts) must be secured.**
- **Termination of this agreement:** Once Cottagelady Estate & Moving Sales "begins" our work on the sale if client terminates the contract for any reason. Cottagelady Estate & Moving Sales will receive \$500 termination fee which will cover our costs. When we accept your sale, we have chosen your sale over another sale.

Cottagelady Estate & Moving Sales accepts and assigns this agreement. We look forward to working with you and consider all clients life-long relationships. Referrals can only be earned, I hope we do our part.

Name: _____

Today's Date: _____

Signature: _____

Address proceeds are to be mailed to:

Respectfully,
Donna Long, Proprietor
Cottagelady Estate & Moving Sales
931-979-1617