



Mr. K's
ESTATE SALES INC.

CONTRACT

This contract is between Mr.K's Estate Sales Inc., (hereinafter "Mr.K's" or "We") and

_____ the owner, (hereinafter "Owner" or "Client") of the tangible personal property located

at address _____

And is for the purpose of granting Mr.K's Estate Sales Inc., authority to conduct an Estate Sale of such property during the period of date(s): _____ to _____

date(s) of sale are subject to change due to time constraints

We agree to provide the following services:

EVALUATION AND SET-UP

We will evaluate the property. This is the "Discovery" part of the set-up. We will search the entire residence and outside areas, with the exception of any areas sectioned off, based on the clients discretion.

To a limited extent, we will clean and prep area(s) where the sale is to be conducted, which includes gathering and disposing of items that cannot be sold, clean/polish selected items, such as silverware, fine china and furniture, as we deem necessary.

If, during this process, we encounter items that appear to be of special sentimental value, such as family pictures, we will consult with the owner. These personal/sentimental items will be gathered and placed in a "Safe Room". A "Safe Room" is a room we close off to the public, in order to secure items, such as, family pictures, personal mementos, items not to be sold and other unclaimed items awaiting family members to remove/claim from the residence.

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PRICING OF ITEMS

Mr.K's will appraise all items to be sold and will mark them using price stickers, tags or signs provided by us. We have expert appraisers available in specific genres, which include automobiles, antiques, jewelry, etc. We use comps to research and determine the correct market value of the item(s) to be sold at the time of the sale. This is similar to the system a realtor uses to find the market value/price of a home or property. If we believe there are items of value, that are not within our general area of expertise or competency, we may choose to engage outside appraisers who have the necessary expertise, at our expense. Most items under \$2.00 will not be priced. Customers like to "bundle" these smaller items, and they will be priced at the checkout counter. We always welcome the clients input, regarding the value of specific item(s); however, given our substantial experience in this area, we reserve the right to make all final pricing decisions.

The owner may wish to establish a minimum or reserve price for a small number of items. A list of those established minimums/reserve prices or an in-person discussion with Mr.K's, is required seven calendar days before this agreement is signed.

We give an approximate expectation of the amount the sale could gross. This is NOT a guarantee or promise that this amount will be achieved. The number reflects a goal we are striving to achieve for the estate.

Estimated gross sale amount range \$ _____ to \$ _____

Evaluation/Set-up Fee \$ _____

ADVERTISING

We will arrange advertisements for the sale in the appropriate media. Your sale may be listed on internet sites such as EstateSales.net, Classified Ads, Facebook MarketPlace, Craigslist, sent out via Email lists, and area-specific local newspapers, etc. These outlets can reach thousands of potential buyers.

We strive to provide the best advertising for the sale. The more places it is shown/exposed, the higher the chance of increased foot traffic and a successful estate sale.

In addition, we will place signs in the vicinity of the sale, as well as on the property the day of the sale. We follow guidelines as to where signage is permitted by local regulation.

Advertising Fee \$ _____

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CHEMICALS

We will try to sell garden, household, paint/automotive and other chemicals. Any chemicals not sold can be removed safely and responsibly, according to local laws, by Mr. K's.

Chemical Removal Fee \$_____

CONDUCT OF SALE

We will conduct the sale in a professional and efficient manner. To assist with the sale, we may hire as needed from a pool of experienced, reliable individuals, who are familiar to us and have the integrity we demand.

Unless the client instructs us otherwise, we will conduct the sale with two objectives:

- A. To sell every available item
- B. To maximize the proceeds from the sale

During the course of the sale, we may negotiate prices with potential buyers and accept bids that we consider appropriate in order to achieve the two objectives stated above. On the consecutive days of the sale, we will reduce the prices of the items being sold. We try to acquire the most value for your items.

It has been our experience that a higher gross sale total can be achieved if buyers are able to use alternate forms of payment such as credit cards. A cash only sale can create limitations in gross sale total. We accept cash, MasterCard, Visa, American Express, Discover, PayPal, and Company checks.

All credit cards are processed through a wireless terminal on site (PCI, DSS compliant). Any returned checks, chargebacks on credit card transactions or general disputes are the sole responsibility of Mr.K's. The owner is not responsible for refunds.

SALES TAX

Mr.K's charges and collects sales tax on all items sold from the estate as required by California law. The client is not responsible for reporting sales tax to the State of California.

State Board of Equalization Permit #SR EA 102-640XXXX Mr.K's Estate Sales Inc.

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Changing the locks sometimes is a necessary task to protect the Estate. (Example: \$25,000 in Jewelry in the house and everyone in the neighborhood has a key, we are changing the locks). This matter can be discussed before signing the contract.

We DO NOT allow random strangers, curious or optimistic neighbors, realtors, or solicitors to enter the premises, except when the property is open to the public. No one will be allowed entry into the house unless prior permission is given by the owner.

We DO NOT give out our clients name, phone number or any personal information. We are asked multiple times for this information at estate sales. Practicing discretion is part of our operating protocol.

We avoid conducting estate sales where someone is still occupying or living in the residence. Certain exceptions can sometimes be made; this is a matter that would need to be discussed before the contract is signed.

Please inform us of all persons who have access and keys to the property, especially estranged relatives who could possibly create interference with us completing our job. We work with probate and have many years of experience playing referee and solving issues.

We will wave at the neighbors and introduce ourselves as the “Estate Liquidator,” so they understand someone is in the house beside the owners. We usually send an invitation to the neighbors making them aware of the sale and any parking or traffic issues can be directed to us.

RECORDS AND RECEIPTS – PAYMENT

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, 10 business days after the conclusion of the sale, we will make available to you, the client, a written summary of sale results showing the gross sale proceeds, itemized fees and expenses deducted, and the net proceeds paid to you. At the same time we will deliver a Cashier’s check (Citibank) for the clients portion of the net proceeds, payable to the signature on this contract.

An itemized list of of what has been sold and the selling price is included in the agreement, at no additional charge. Please see the example below.

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