



Home to Home Estate Sales, LLC.

## ESTATE SALE AGREEMENT

Thank you for choosing Home to Home to conduct your sale!

SELLER

DATES OF SALE

SALE ADDRESS

CITY/STATE/ZIP

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**A. Home to Home Estate Sales, LLC.** (the “Liquidator”) shall provide the following services in connection with the sale of the personal property (the “Property”) at the Premises (the “**Estate Sale**”):

1. Organize, arrange and display the Property using available tables, shelves and similar areas and provide additional tables as necessary.
2. Price the Property using stickers, tags or signs. The Liquidator may engage an outside appraiser with specific expertise for certain items at the Liquidator’s expense. During the course of the Estate Sale the Liquidator shall have the power to negotiate prices with customers different from those initially established and to reduce prices from those initially established. The Seller shall not change the price of any item. If the seller sets a minimum price on an item that does not sell, the liquidator will have to deduct 20% of the items set price from the Sellers share of the proceeds.
3. Advertise the Estate Sale at the cost of the Liquidator on estatesale.net and otherwise advertise the Estate Sale at the discretion of the Liquidator.
4. Use reasonable efforts to maintain security at the Premises & to prevent theft.
5. Record all sale transactions during the Estate Sale. Liquidator will accept cash and credit cards. Liquidator will not segregate revenue from the Estate Sale from other funds of Liquidator.
6. Within 5 business days after the conclusion of the Estate Sale:
  - a.) Distribute the net proceeds of the estate sale to the seller. “Net Proceeds” shall mean the amount collected by the Liquidator for sale of the Property less Liquidator’s commission.
  - b.) Provide seller with a digital summary of the gross sale proceeds and the net proceeds distributable to the seller.

**B. The Client** (the “Seller”) shall:

1. Grant unrestricted access to the Premises to the Liquidator and its employees and contractors during the Estate Sale, and furnish the Liquidator with keys and security codes to the Premises
2. Before the Estate Sale, remove from the Premises or secure all valuables, prescription drugs & other property on the Premises which will not be subject to the Estate Sale.
3. Assume all risk and responsibility for any and all loss, theft or damage to the Property or the Premises.

4. Waive any claim or demand against the Liquidator arising from any loss or theft or damage in connection with the Estate Sale.
5. Maintain property & casualty insurance covering the Premises & the Property.
6. Indemnify, defend & hold harmless the Liquidator and its members, employees and contractors from and against any and all claims, actions, damages, liability and expenses including attorneys' fees in connection with the loss of life, personal injury and/or damages arising from or in connection with the Estate Sale.
7. Pay a commission to the Liquidator based off the Gross Sale Total which the Liquidator collects from sale of Property from the Estate Sale.

**GROSS SALES TOTAL COMMISSION STRUCTURE**

\$0 - \$10,000	.....➤	50% Commission
\$10,001 - \$15,000	.....➤	45% Commission
\$15,001 - \$20,000	.....➤	40% Commission
\$20,001 - \$30,000	.....➤	35% Commission
\$30,001 +	.....➤	30% Commission

8. Not remove any Property from the Premises after the date this agreement is signed, except as set forth in paragraph B3 above, without the prior written consent of the Liquidator. If any Property is removed from the Premises after the date of this agreement Liquidator reserves the right to appraise the items removed and the Seller shall pay the Liquidator a fee equal to 40% of the price for such items established by the Liquidator; to renegotiate the terms of this Agreement or to cancel this Agreement.
9. Authorizes the Liquidator to photograph the Property during the Estate Sale and to use such photographs for reference and marketing purposes. The Seller acknowledges that the Liquidator owns all right, title and interest in all such photographs and releases the Liquidator from any claims or liability arising out of the use of such images
10. The Seller authorizes the Liquidator to add supplementary items to the sale at the Liquidators discretion. The seller denies any claim


  
 INITIAL

11. Seller represents that it has good title to the Property and the power to sell the Property without the consent of any party and that the Property is free and clear of all liens and encumbrances.
12. Acceptance by Seller of the Net Proceeds shall release Liquidator from any liability under this Agreement.
13. Should the seller cancel this agreement for any reason, the seller will pay the liquidator \$500.00 for time invested in the sale. In addition, the seller will reimburse the liquidator for all expenses incurred by the liquidator related to the estate sale.
14. Liquidator will provide its services on a “best efforts” basis, without warranty of any kind, expressed or implied. Liquidator does not guarantee that the estate sale will generate any minimum level of revenue.

If this agreement correctly reflects your understanding of our arrangement, please sign this copy of the agreement in the space provided and return to us. **We appreciate this opportunity to serve you, and we look forward to a productive sale!**

**CLIENT'S NAME (PRINTED)**

This is the name all payouts will be made out to.

**CONTACT NUMBER**

**E-MAIL ADDRESS**

**MAILING ADDRESS**

**FORM OF PAYOUT** • Once the sale is over, you have two options for payout. Please note that cashier's checks may take up to two (2)-weeks for delivery.

**CHECK MAILED TO STATED ADDRESS**

**DIRECT DEPOSIT**

ACCOUNT NUMBER

ROUTING NUMBER

NAME ON ACCOUNT

BANK NAME

CLIENT'S SIGNATURE

DATE

This document can be signed in-person at the time of the consultation or emailed to [info@hometohomeestatesales.com](mailto:info@hometohomeestatesales.com).

**TO BE FILLED OUT BY AN H2H REPRESENTATIVE ONLY**

HOME2HOME REPRESENTATIVE SIGNATURE

**UNSOLD ITEMS** • After the sale has concluded, I'D LIKE TO:

- Leave all unsold items in the home
- Have all unsold items removed from the property by a third party, pre-arranged by H2H.\*

**POST-SALE** • We offer trash removal services for an additional fee. This includes items Aether deems unsellable, as well as paint, cleaning supplies, chemicals, electronics, clothing items, broken items, mattresses, and books.

- Remove trash by a third party, pre-arranged by H2H.\*\*

*\*Items will be removed from the property by a clean-out company, but you will receive **no compensation** for these items. **HOME TO HOME, LLC DOES NOT TAKE POSSESSION OF THE ITEMS.** \*\*Your Aether rep will let you know what the fee for trash removal is after the sale.*

**PLEASE LIST ALL ITEMS** that are **not to be sold** at the estate sale (specific items, appliances, etc.) **H2H cannot be held liable for items that are sold that do not appear on this list.**

ITEM ONE

ITEM TWO

ITEM THREE

ITEM FOUR

ITEM FIVE

**PLEASE LIST ALL ITEMS** that are not to be sold at the estate sale (specific items, appliances, etc.) Home to Home, LLC cannot be held liable for items that are sold that do not this list.

**ITEM SIX**

**ITEM SEVEN**

**ITEM EIGHT**

**ITEM NINE**

**ITEM TEN**

**ITEM ELEVEN**

**ITEM TWELVE**

**ITEM THIRTEEN**

**INITIAL  
HERE**

**ITEM FOURTEEN**

*Should you have any questions about this contract or your sale, please call your H2H Representative or at the number below.*



HometoHomeEstateSales,LLC.

[info@home2homeestatesale.com](mailto:info@home2homeestatesale.com)

(727)424-4873