



Professional Assistance for Moving, Downsizing, and Estate Sales
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AGREEMENT

This contract is a binding agreement for Property Mgmt & More, LLC, known as the agent, to conduct an Estate, Moving, Downsizing sale for _____ personal representative or owner, known as the client in this agreement.

Terms and Conditions

Location: The Agent and the Client agree to sell the items at the following location:

Date and Time of Sale: _____

Pricing: The Agent will determine and set the selling price of all items by way of “fair market value” and liquidation pricing, and by using the best discretion on selling price trends.

Sales Procedure: The Agent will accept Visa, MasterCard, Debit cards and cash

Sales Commission: The fee for The Agent’s services will be based on 40% of the net receipts after expenses. Expenses include, but are not limited to advertising, labor assistants, and refuse disposal.

Advertising: The Agent will place advertising in the Idaho Statesman, Estate Sale Networks, Email, and Social Media pages. Total advertising costs will be deducted from total gross receipts of the sale. This cost is estimated to be about \$200.00

Set up and Sale Day Labor: The Agent will be responsible for providing labor for set up and during sale. Any necessary preparation, including light cleaning, pricing, staging, and organizing for the sale will be billed at \$15.00 per person hour. During the sale labor assistants will support the sale operations by monitoring customers, packing sold items, and carrying larger items for customers. This labor will also be billed at \$15.00 per person hour.

Refuse Disposal: If necessary, a dumpster(s) and/or trash hauling will be deducted from gross receipts from the sale.

Preparation for the Sale: The Agent will be given access no later than two (2) weeks before the sale date: _____, and will be allowed to work between the hours of 9:00 a.m and 5:00 p.m. to complete set up for the sale. The Agent will provide all tables, estate sale signage and other necessary items to conduct a successful sale experience for the Client and customers.

Unsold Items: Items not sold at the advertised sale may be kept by the Client or the Agent will place on and manage consignment. Items deemed to be suited for donation rather than

consignment will be donated on behalf of the Client to a charity of the Client's choice _____ . Any receipt from the above mentioned charity will be given to the client to use at their discretion. All items not sold at the sale will be removed from the sale location as soon as possible following the sale.

Cost of Moving Items: If packing is necessary for moving items labor will be billed at \$15.00 per person hour. This expense will be deducted from gross receipts. If larger items, such as a piano or certain appliances, require a professional mover the cost will also be deducted from gross receipts. The Agent will supervise the professional move at no additional cost to the Client for the time.

Payment to Client: The Client will receive a check **within 30 days following the sale** for **60%** of the gross sales, less expenses as noted above.

Integrity Clause: The Client agrees to have all items that are slated "Not for Sale" moved from the location of sale by **two (2) weeks before the sale, or have items covered or marked as "Not for Sale"**. Pricing will be finalized one day before the sale. Sales commission of 40% will be deducted on any "priced to be sold" items that are removed from the sale, given away or sold after final pricing has occurred.

Client Participation: It is preferred that the Client not be on premises during sale days. It is also preferred that arrangements be made with the realtor not to property during sale preparation.

Cancellation of Agreement: The Client agrees to pay all costs incurred by the Agent if the client cancels the scheduled sale once Agreement is signed. Costs will include hourly wage for all set up labor, pricing, cleaning, supervision, mileage expense and/or advertisement expense.

Discounting Procedure: The first day of the sale prices will remain "firm" or "close-to-firm" pricing. As the sale progresses, discounting will go into effect. Discount amounts and percentages will be set by the Agent. Last day discounting can range from 25% to 50%. Exceptional pieces may not be significantly discounted, and may be kept by the client or sold on consignment. *The Client has the right to approve pricing by one day before the sale and write "FIRM" on the tickets for items that are not to be reduced on the second day of the sale. If the Client is not present to approve pricing one day before sale they will forfeit the right and rely on the Agent's pricing.*

Cleanup Following the Sale: At the end of the sale, the Agent will clear out all tables, equipment and supplies used for sale. The Agent will make every effort to place runners in traffic areas but is not responsible for soiled carpets, floors, baseboards, walls, window, counters, housekeeping, etc., unless specifically outlined below under "Extra Services".

Property Damage: The Client is not responsible for property damage or bodily injury for any reason. By signing this contract, the client agrees to indemnify the Agent for any damage. See the Client's Homeowner's Insurance Policy.

Sales Goal: Our goal is to sell as many items as possible for the Client. We will work to make the Sale profitable and hassle-free for the Client.

Items Exempted For Sale: _____

Sales outside Boise/Eagle City: Travel expense of \$50.00 per vehicle trip will be billed. Every effort will be made to carpool.

Extra Services Provided for Client: Estimates of cost will be provided at no extra charge and fees may be no more than 10% higher than estimated.

_____ Final House-cleaning--Bid will come from _____
_____ Carpet Cleaning--Bid will come from NuLook Carpet Cleaning
_____ Other _____

_____ I do not want any additional services.

By signing below, Client and Property Mgmt & More, LLC agree to terms and conditions of this agreement.

Client: _____ **Date:** _____ **Estate Sale Manager:** _____ **Date:** _____

Please complete the following (Please Print):

NAME: _____
ADDRESS: _____
PHONE/CELL: _____
EMAIL ADDRESS: _____