



*Estate Sales & Household Transitions*

## **SAMPLE AGREEMENT.**

**Every client has individual needs, but here is roughly how we work together.**

### **Thanks for asking us to help. Let's get started!**

We're so excited you've asked us to help with the transition to the next chapter of your life, and we look forward to making the process much easier for you. We are passionate about what we do and can't wait to help you achieve your goals.

### **Now for the details.**

We want to cover all the details up front in order to completely understand how we can help. The following agreement helps put everything in black and white, and a little red.

#### **The details:**

- **Definitions:**
  - For the purposes of our agreement, the Owner/Executor will be referred to as "you" throughout this document.
  - Your agreement is a contractual agreement for services with **Next Chapter Company (NCC)**, a sole proprietorship with Edward C. Camp as the agent. We are called "us" or "we" for the purposes of this agreement.
  
- **Scope of work:**
  - We agree to liquidate by means of an estate/tag sale all contents of the home at the address(es) listed below, which includes all personal possessions contained therein.
    - **Your name:**
    - **Sale date/times:**
    - **The location of the sale:**
  
  - We know you are eager to have the sale completed. We will prepare and hold the sale at the earliest practical date after the signing of this agreement. Unless

we hear otherwise, the sale will occur within sixty (60) days upon receipt of the keys to the property (or properties).

- **What you agree to do:**

- Leave on all utilities until at least ten days after the sale, and help us by making sure all electrical, HVAC, hot water, and bathroom fixtures are in working order. You agree to cover those costs.
- If you have internet service with WiFi capabilities, please leave that service engaged until the day after the sale. You agree to cover that cost.
- You agree that no items will be removed from the sale from the time you signed this contract.
- You will tell us in writing about any items you don't want us to sell. We'll need to complete a list, which is included at the end of this agreement.
- We trust that you will not permit any entry into the sale area during preparation for the sale. You as the owner or executor of the estate are allowed to enter, as well as the attorney or attorneys for the estate. We'll need to have an official notice in writing from you or your authorized agent to allow any other person(s) into the premises.
- You understand that any items taken from the premises **after (fill in date)**, will be considered part of the sale and charged at a the established commission rate. In other words, any items removed will be considered sold as part of the sale and will be charged at the fair market value.
- You will tell us what you'd like us to do at the end of the sale with the items that do not sell. Please list your preference below: (For example: leave everything where it sits in the property; donate it to a charity of your choice; trash it; or, reduce all items until they are sold.)
- We also offer a consignment option for any items that we suggest should not be given to charity or thrown away because of their value or significance. We will discuss those suggestions and options with you at the conclusion of the sale, and will work with you to sell selected items after the sale has concluded. The same commission structure applies to consignment items. *(See discussion about commission.)*

**Your preference after the sale: (you will provide your choice here; please list a charity if you prefer the items to be donated)**

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- **What we agree to do:**
  - We will arrange reasonable expenses for preparing and conducting the sale, such as labor, housekeeping supplies and presentation labor. This will be covered by you as part of the costs of the sale and we will provide a quote as part of the agreement.
  - Retain for you and return to you any items we find as we are merchandising for the sale that we believe are personal in nature and should be kept.
  - Our standard operating procedure is to hire staffing appropriate for the sale at \$12 per hour each for day of sale labor. In addition, lunch expenses are included in the expenses on the day(s) of the sale as we are not able to leave the sales floor. Our cap on lunch is \$50 for lunch each day.
  - We pride ourselves in coordinating an outstanding marketing plan for the sale which is included in our services fee. We will provide a complete marketing plan for review. This will include, but not limited to, the following:
    - Listings with photographs on Estate Sales.net. and EstateSales.com.
    - Social media posts on Google+, Instagram, Twitter and Facebook.
    - Features on our website.
    - Social media engagement during the sale on Instagram, Twitter and Facebook.
    - On site merchandising to direct customers to the sale.
    - Way finding signs as needed on site.
  - We will remove and dispose of any item(s) prior to the sale that are of no value or could be offensive to the general public. Please trust us to make that judgment. We cannot sell alcohol, pornography or any unsuitable materials.
  - We encourage written bids for items with a higher value, as in \$100 or more. In the event a written bid has been offered that is below the full price as marked and the piece has not sold by the end of the first day of the sale, we will determine if the bid is fair and choose whether to accept it.
  - Pricing for the sale is as follows: **(normal pricing schedule)**
    - **First Day: Full price**
    - **Second Day: 20% off**
    - **Third Day (final): Everything \$50 and higher is 30% off; everything under \$50 is 50% off.**
  - We will price items at the highest fair market value as best we can determine. We welcome your opinion, and you have the right to set a minimum on any item. We will document your suggested minimum price and include that list at the end of this agreement.
  - If you set a minimum on an item and it does not sell, we will expect our established commission.
  - We will accept Cash, Good Check and Credit Cards (Discover, American Express, Visa and MasterCard). Credit Card purchases require a processing fee from the bank of 3.75% percent, which will be reflected on the settlement we provide.

- We will provide a complete inventory of any items that will be donated to charity, the estimated value based on the sale price, and collect a receipt for tax purposes. We will coordinate pick up as needed.
- You will be paid by guaranteed funds for the net amount of the sale. We will provide a statement which explains the net amount due and how the figure was calculated. We will list a full accounting of all sold items and all expenses. **The check will be sent to the entity you require, which is (filled in when agreement is presented):**

**Name:**

**Address:**

**Email:**

**Cell number:**

- The funds will be issued within twenty one (21) business days after the close of the sale.
- As we provide proceeds from the sale, we also will present the following four reports: recap of the sale; overview of final costs; summary of the marketing plan results; and, list of all items sold.
- **A few ground rules:**
  - Although we will be very careful and respectful of your property, we cannot be held responsible for any theft or damage to any item being sold, or any damage to real property.
  - We are neat and clean, and will leave your property so that it is neat and clean. In order to do our best, **please allow us at least seventy-two (72) hours after the final day of the sale.** We will do our best to meet that schedule, and will let you know if we need more time in order to exceed your expectations.
  - As soon as you sign the contract, we will proceed with the sale. If it is stopped for any reason by you or your approved agents, you or your owner/executor agree to pay the full commission of all merchandise and all expenses incurred to that point had the sale taken place.
  - If you remove items for sale, we may have to stop the forthcoming sale at anytime and charge an hourly rate of \$100.00 per hour for all work that has occurred prior to the point where the agreement was breached. You will repay us for any expenses incurred for the sale.
  - Both parties agree that the venue for any claims shall lie in Mecklenburg County in the state of North Carolina.
  - No verbal agreements can supersede this written agreement. Preparation for the sale begins when this agreement is signed.
- **Payment for our services:**
  - We agree to a fee of **(fill in commission rate here)** of the gross sales of the location we just named. The fee will be collected directly from the proceeds of

the sale and this sale will include the identified contents of the sale. This commission also applies to any items taken on consignment.

# Inventory of exceptions or attachments:

Items not included in sale: (Items that have not been removed from the house.)

Please attach a separate sheet.

Items with minimum reserves: (List item and amount)

Please attach a separate sheet with any items and reserves.

I/we have read the NCC SALE AGREEMENT and agree to the terms set out above and to any signed, written attachments included. It is finally agreed that this document represents the entire Agreement between the parties, as evidenced by my/our signature(s) below.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Owner/Executor

By: \_\_\_\_\_  
Next Chapter Co.

Projected sale date: \_\_\_\_\_

Sale address: \_\_\_\_\_

**Our Address:**  
Next Chapter Company  
c/o: Edward Camp  
9480 Kings Falls Drive  
Charlotte, NC 28210

Cell: 919.360.3317  
Email: ed@NextChapterSales.com