**UPSCALE RESALE ESTATE SALE AGREEMENT**

Thank you for selecting Upscale Resale Estate Sales & Liquidation to conduct your sale.

Seller(s):

Date(s) of Sale:

Sale Location:

We agree to provide the following services:

**Organization:**We will organize, arrange and display all items to be sold. We will use available tables, shelves, and similar areas for display purposes and we will provide additional tables and display cases, as necessary. To a limited extent, we will also clean the area where the sale is to be conducted, gather and dispose of items that cannot be sold and clean and polish selected items being sold, such as silverware, fine china and furniture, if necessary. We may, at our discretion, add items to the sale in order to “round out” the sale and attract additional buyers. These items will be tagged and inventoried separately from the items belonging to the estate.

**Pricing**: We will appraise all items to be sold and will mark prices on them using price stickers, tags or signs that we will provide. If we believe there are items of value that are not within our area of expertise, we will engage an outside appraiser (Mary Kate Platts) having the necessary expertise, at our expense. We welcome your input regarding the value of specific items. However, given our experience in this area, we reserve the right to make all final pricing decisions.

**Advertising**: We will arrange for appropriate advertising at our expense. Your sale will be listed on [EstateSales.net](http://estatesales.net/), other websites and we will also place ads in area-specific local

newspapers. In addition, we will signs in the vicinity of the sale directing potential customers to the estate sale location. We will also send out mailers and emails to our customer list.

**Conduct of Sale:**We will conduct the sale in a professional and efficient manner. To assist with the sale, we will hire as many individuals as we believe are reasonably necessary, from a pool of honest, experienced, reliable individuals that we use for that purpose. Unless you instruct us otherwise, we will conduct the sale with two objectives: 1) To sell every available item; and 2) maximize the proceeds from the sale.

During the course of the sale, we may negotiate prices with customers and accept bids as we consider appropriate in order to achieve the two objectives stated above. However, you may establish minimum prices for a small number of items if desired. We will discuss these items specifically before the start of the sale. We will negotiate on your behalf during the sale. Discounts off the tagged price will be made where appropriate based on the amount the customer is buying, the condition of the item(s), or as the sale progresses.

**Presales:**We have found thorough experience that allowing items to be sold before the sale date aids in getting the most for your estate. We may sell any or all items before the sale date. If we presale any items we will forward you the proceeds according to the schedule contained herein.

**Security:**Unfortunately, we have come to realize that some minor theft by customers is possible. We will however take reasonable steps to guard against theft including stationing personnel near small, high-value items. We will hire an adequate number of employees to work the sale.

**Records and Receipts**: 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, within five business days after the conclusion of the sale we will make available to you a written summary of sale results showing the gross sale proceeds, the fees and expenses (if any) deducted, and the net proceeds distributable to you.

**Payment Methods:**We accept cash, credit & debit cards and local checks.

**Fees and Expenses:**Our fee for providing the services discussed above is a flat rate of 30% of the selling price of each item sold.

**Settlement:**Receipts will be made payable and remitted within five business days after the conclusion of the estate sale.

**Termination of this Agreement:**This agreement may be terminated by either party for any reason at any time prior to the commencement of the sale. If we terminate the agreement, we will not be entitled to any compensation unless you have agreed otherwise. If you terminate the agreement, you agree to pay us for all services provided prior to the time you notify us of the termination, at the hourly rates of $20/ hour and any incurred sale related expenses up to the date of termination. In that event, we will provide you with an itemized list of the personnel engaged and their hours and the expenses incurred.

**Other Matters:**You are, of course, welcome to be present at all times while we organize, appraise and mark items, and during the sale.

**After the Sale:**There are always items that do not sell. After the close of the sale we will discuss disposal of any unsold items.

Our business is built on referrals. Accordingly, it is important to us that you be happy with our service. Above all, we recognize that in entrusting your sale to us, you are relying on our honesty and integrity. We have always operated, and will always operate, with the highest standards of honesty and integrity. If you ever have any questions or concerns in that regard, please let us know. We have found that in almost all cases, potential problems can be avoided if we simply communicate with each other. In addition, we recognize that every sale is different, and we will make every effort to be flexible, to be fair, reasonable and understanding, and to work within your schedule. We trust that you will do the same.

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

Very truly yours,

Brian M. Gossett

118 Oak Gardens Ave

Long Beach, MS 39574

(228) 861-4715

BMGRLO2005@yahoo.com

***Upscale Resale Estate Sales & Liquidations***

ACCEPTED AND AGREED TO

this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_