

AGREEMENT - Smoketree Estate Sales

1. PARTIES AND EFFECTIVE DATE This agreement is made effective as of _____ by and between Smoke Tree Estate Sales (“Contractor”) and _____ (“Client”).

2. RECITALS 2.1 Contractor is an independent contractor engaged in the business of liquidating estates and selling estates, personal property and conducting similar sales of personal property. 2.2 Client is the owner or representative of the estate or person that owns the items of personal property to be sold with a minimum price as described in Schedule A “items with a minimum price”. Client is responsible to list any items not for Sale Schedule B “items not for sale”. 2.3 Client wishes to retain the services of Contractor to handle the sale of the Sale items on the terms and conditions hereinafter set forth.

3. CONTRACTOR SERVICES Contractor shall exclusively provide the services related to selling the Sale items on such date(s) as Contractor reasonably selects. The services of Contractor shall include organizing the Sale, pricing the sale, advertising and marketing for sale and selling the Sale items at the highest price offered for the sale items to the Contractor by third parties. Any sale items for which the client has set a minimum price must be separately identified with a minimum price clearly set forth in Schedule A. Contractor shall prepare and provide to the Client a record of the transactions and will separately describe the item and sales price of each item that is sold over \$40. Sale items sold for under \$40 will not be separately described.

4. RESPONSIBILITIES OF CLIENT Client shall provide a safe site free from dangerous conditions to Contractor for the Contractor’s services at such times as Contractor shall reasonably request. Client and Client’s representative shall not be present at such sites while Contractor’s services are in process and shall not interfere with Contractor’s services. Client shall not remove or make unavailable for sale and of the Sale items after execution of this Agreement unless Contractor consents to the removal of the item and Client pays Contractor the agreed commission on the Sale item removed from the sale. Client shall provide Contractor any information reasonably requested by Contractor to perform his services.

5. CONTRACTOR'S COMMISSION ON SALE ITEMS As compensation to Contractor for its services, Contractor shall be entitled to a 35% commission of the gross proceeds of all Sales items exclusive of any vehicles. As to any vehicles, Contractor's commission shall have a minimum of \$300 per vehicle or 15% of the gross amount received for the vehicle. Contractor will charge 3% for usage of credit cards on top of the said commission.

6. SALE ITEMS REMAINING AFTER THE ESTATE SALE IS COMPLETE

6.1 Client has the right to donate or keep the remaining Sale items after the estate sale is completed. 6.2 Contractor will have the Salvation Army in Los Angeles or The Boys and Girls Thrift store in Ventura pick up all unsold Sale items. Contractor is not responsible for any items that the non profit organizations is not willing to pick up. The non profit organizations will provide a tax receipt to the client. Client will have to pay the Contractor an additional charge for any items that need to be removed after the sale by the non profit organizations. 6.3 Contractor is not responsible for any damages to the property or location of the estate sale due to the non profit organization moving Sale items. Contractor is not responsible if the non profit organizations does not pick up Sale items not deemed salable.

7. INSURANCE, INDEMNITY AND WAIVER Client shall maintain a general liability insurance policy that includes public liability and property damage insurance in an amount no less than One Million dollars for injuries or damages to third parties at the site where the sale is to take place, provided that the client may do so at no additional cost to the client. Client shall cause Contractor to be added as an additional insured on such policy while the sale is being prepared and taking place at the site. Client shall indemnify, hold harmless and protect the Contractor from any claims, losses, damages, or expenses resulting from a breach of Client's obligations under this agreement or from any injuries or damages alleged to be suffered at the site provided by the client for the Contractor's services. Client waives any claims that Client could make against Contractor that the sale price accepted by Contractor was less than the fair market value of the Sale item.

8. SECURITY Client gives the permission to have Contractor have a person who is licensed to have a firearm on the premises of the property.

This clause is to protect the valuables of the estate sale and the Contractor. This clause is only enforced with small items valued over \$5000.

9. CLIENTS ITEMS ON THE PREMISES The Contractor is provided by the Client, the premises free and clear of items not for sale. The Contractor is not responsible for any items that are not for sale at the property during the sale. This only applies with any small items that can be taken. The Client must lock up any items on the premises to insure the safety of their items.

10. DATE OF SALE The estate sale will be held _____ 2019, unless any unforeseen circumstances occur to postpone the estate sale.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first heron above set forth.

CLIENT : _____

ADDRESS OF SALE: _____

TELEPHONE NUMBER _____

EMAIL ADDRESS: _____

SIGNATURE: _____

CONTRACTOR: Smoketree Estate
Sales 54170 Avenida Diaz La Quinta CA
92253 760-485-2276

SIGNATURE: _____

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