

ELLIOTT'S ESTATE SALES, LLC.

3030 NW EXPRESSWAY SUITE 200B, OKLAHOMA CITY, 73112

OKC: (405) 757-4001 / TULSA: (918) 928-7534 / WICHITA: (316) 768-7001

Today's Date: _____, _____, 20____

Executor/Sellers: _____ and/or _____

Executor's Email: _____ Phone: _____

Mailing Address: _____ City: _____

State: _____ Zip: _____

Date of The Sale: _____, _____, 20____ to _____, _____, 20____.

CONTRACT FOR AN ESTATE LIQUIDATION

The Executor, Seller or Attorney-in-Fact (Hereinafter 'Seller') is authorized to agree and agrees that Elliott's Estate Sales (herein after 'Sale Agent') shall conduct the liquidation of the personalty of the estate known as:

Name: _____ and/or _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Estate Sale will held: [] ON SITE and/or [] OFF SITE.

Estate Sale will require declutter/junk removal before sale: [] YES or [] NO.

Estate Sale will require junk removal after estate sale: [] YES or [] NO.

Estate Sale will require Mini Pre-Sale: [] YES or [] NO.

Estate Sale will require Police or Sheriff: [] YES or [] NO.

Notes: _____

TERMS OF CONTRACT

Merchandise For Sale

ELLIOTT'S ESTATE SALES, LLC.,(herein after 'Sale Agent') will arrange and display all items to be sold, in a professional manner. Items discovered that appear to be of highly personal/sentimental nature exceeding their monetary value will be set aside and Seller will be contacted to pick the items up, prior to the estate sale. The Sale Agent will use its own tables, shelves, and retail display cases, as necessary. To a limited extent, the Sale Agent will also clean the area where the sale is to be conducted. Undesirable or unsalable items will be placed in plastic bags and placed near the garbage for easy pickup. Seller will be notified prior to pick-up if they wish to remove undesirable or unsalable items themselves and items prohibited from sale by law or ordinance will be surrendered to the seller prior to the sale so they may observe their legal disposal obligations in accordance with the circumstances of coming into possession of what may be legally dubious material. Due diligence will be exercised by the Sale Agent to remove data from personalty (electronic or otherwise) that may contain personal information. Seller assumes liability for offering at public sale such items The Sale Agent may move furniture, stage items, and partition or arrange items for marketability, security and accessibility of the personalty being sold. The Sale Agent will accept cash and all major credit/debit cards at no charge to the Seller.

Merchandise Not For Sale

Seller has agreed to mark any items not to be included in the sale with a clear designation of "Not for Sale" prior to execution of contract. Seller and Sale Agent may agree to a room or specific part of the premises to contain items so marked. Seller may add up to ten (10) items to the sale but if more than (10) additional items are added to the sale after the execution of this contract an additional preparation fee of 5% of the net proceeds will be charged to the Seller.

After Sale Agent takes possession of property for sale all merchandise will be photographed for our records. If Seller removes unmarked personalty from the sale prior to or during the estate sale, all such items will be subject to commission. This commission will be deducted from the net proceeds of the estate sale. Due diligence will be exercised by the Sale Agent against breakage shrinkage or damage of sale items in order to protect Seller's recourse by claim to the Seller's insurer. The Sale Agent is not held liable for any breakage, damage or theft, before during or after the estate sale. The attendees and sellers agents are to be regarded as invitees and indemnified by Seller's insurance carrier accordingly.

Sale Pricing

The Sale Agent will appraise all items to be sold and will mark prices using, tags or signs for items the Sale Agent appraises in value of \$50 or more. If the Sale Agent believes there are items of value outside the area of expertise, the Sale Agent may choose to engage an appraiser at the Sale Agent's expense. The Seller is encouraged to contribute information regarding identification of items and their provenance. The Sale Agent has represented substantial experience in area and the Seller acknowledges the Sale Agent's right to make all final pricing decisions.

Pre Sale Option

The Seller may, at Sale Agent's discretion, elect, before execution of this contract, to hold a private pre-sale for family members or friends. If agreed upon by Seller and Sale Agent, the Sale Agent will conduct such pre sale for up to one hour the day before the scheduled public estate sale date. All purchases at this portion of the sale will be for full price. If the Seller personally sells items at pre-sale that are part of the contracted sale, they shall do so by check with full purchase details in the memo portion of the check. All pre-sale purchases are subject to sales tax and full commission. All pre sale purchases will be sold at Sale Agent's full marked price. All purchases are to be paid for before the public sale or they will be offered for sale to public attendees during the public estate sale.

Advertising/Marketing

The Sale Agent will advertise Seller's public sale, to potential people as follows: Email via Members Only E-fliers, Elliott's Estate Sales Facebook Live preview videos, Elliott's Estate Sales Facebook Page, Elliott's Estate Sales Facebook Auction Group, Elliott's Estate Sales Twitter, EstateSales.org, EstateSalesTulsa.com, EstateSale.com, EstateSalesWichita.com and EstateSalesOKC.com.

The Sale Agent will also advertise to local traffic by using 24" x 36" Estate Sale signs. Where legal, the Sale Agent will place signs in the area of the sale the morning before the sale is to begin, and will remove the signs at the conclusion of the estate sale. Depending on the location the Sale Agent may place a 3' x 10' banner at the front of the sale site.

At execution of contract the Sale Agent will advance 100% of the cost for such advertising. Seller will bear 50% of all advertising costs as a fee deducted from the gross proceeds.

Security

The Sale Agent's estate sale operators are and shall be legally armed to protect the premises and contents against theft, vandalism or harm to attendees. The Seller may elect to employ, at time of execution of this contract, law enforcement presence. The Sale Agent will advance 100% of the cost of such presence to be deducted at the conclusion of sale from the gross proceeds.

Post Sale

The Sale Agent agree that this is a contract for the liquidation of an estate.

If the Sale Agent and Seller have agreed to the post sale clearing option under this contract the Sale Agent will separate unsold merchandise into groups for churches and other charities to pick up unsold items. Sale Agent and Seller will divide tax deductible receipts in accordance with the commission percentage under this contract.

In special cases Sale Agent will rent a large dumpster to complete a clean out. Seller agrees to bear charges against the proceeds for this and each additional dumpster. Sale Agent and Seller have agreed This service includes a very light cleaning (vacuuming and sweeping the interior portion of the home). Sale Agent and Seller have agreed the goal is to have the home ready to show for sale, or for the new owners to move into the property after the clean-out. The Sale Agent and Seller agree the flat fee for this service is \$_____ or: If Seller declines clearing option Sale Agent will add up remaining left-over items and deduct Sale Agents commission in the amount of 20% off original value of items.

Records and Payment

Records regarding the proceeds of the sale will be available to seller up to (30) thirty days after the sale. In addition, within 1 to 2 business days after the conclusion of the sale a general summary of sale results showing the gross sale proceeds, the fees and expenses deducted, and the net proceeds distributable will be available to the Seller. The Sale Agent will mail a certified check in the full amount of the net proceeds payable. If applicable Sale Agent will provide donation slip for clean-out left-overs. At the conclusion of sale the Seller may request a summary of transactions of \$50 or more including a detailed list of such transaction which may take up to (14) days to fully prepare. This service includes short hand descriptions of items included in the sales transactions. The fee for this is \$50. To request detailed list seller must deposit cashier's check provide and mail the \$50 admin fee in cashiers check or money order to Attention Accounting: 3030 NW Expressway, Oklahoma City, OK 73112. Make check to Elliott's Estate Sales, LLC.

1. Fees and Expenses. Our fee for providing the services discussed above is _____% of net sale proceeds. Our commission is payable on all items that are included in the sale.

2. Termination. This Contract may be terminated by either party for any reason at any time prior to the commencement of the sale. The Sale Agent and Seller acknowledge that the Sale Agent's service is substitutable whereas the unique nature of each sale would entitle the Sale Agent to a demand of specific performance by Seller. In consideration of the negotiated liquidated damage amount of \$ _____ .00 , Sale Agent waives right of claim of specific performance in the event of breach, by Seller, prior to sale and in the event of termination by Sale Agent, Sale Agent will absorb all preparatory costs.

3. Time is of the Essence. Unless otherwise agreed the Sale Agent start setting up a sale in no less than (10) days from execution of the contract. Seller agrees to remain in communication with the sales agent and not to modify or manipulate the sale site or personalty of the sale. If seller a family member or friend is to reside on site during preparations the Sale Agent may re- quest assistance and the Seller agrees to provide requested assistance as soon as feasible in order to maximize the value within time constraints.

4. Integration Clause. This agreement, along with any exhibits, appendices, addendum's, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. Explanatory and other material provided by the Sale Agent and may be incorporated by reference by agreement of the parties.

5. Property and Casualty Insurance. Seller agrees to maintain ordinary property and casualty insurance associated with the premises, sufficient to indemnify the Sale Agent against injuries, fines, tickets or other harm occurring in connection with the sale as well as claims for damages or liability (including reasonable attorneys' fees) as a result of any broken merchandise or damaged property, injury or other harm suffered by any person and stemming from the sale, whether arising before or during the same.

6. The Sale Agent and Seller have agreed that this contract shall be governed by the laws of the State of Oklahoma and that if any portion hereof is deemed unenforceable or invalid under those laws it shall be stricken with the remaining portions remaining intact as to enforcement and reliance by the parties.

7. Seller acknowledges that the Sale Agent's business is built on referrals. The Sale Agent and Seller have agreed that while legitimate criticism assists the Sale Agent in improving the quality of service offered that libel and slander assist neither party. The parties agree to a liquidated damage amount of \$500.00 per instance of deleterious false statement. This clause is enforceable as an exception to the specific performance considerations in clause Two (2. Termination.) of this contract.

8. Unless otherwise indicated notice is to be provided at the addresses contained in the header of this contract and all addenda, modification or clarification must be in writing with a affixed signature and date of the incorporation thereof. A copy of this contract shall have the legal force and effect as the original.

Accepted and agreed to this _____ day of _____, 20_____.

Executor/Seller Name (print): _____

Executor/Seller Signature: _____

Asset Liquidator: Justin Elliott

Asset Liquidator Signature: _____

President of Elliott's Estate Sales, LLC.

Notary Stamp

Witness of Seller Signature? [] Yes or [] No
Witness of Sale Agent Signature? [] Yes or [] No
Name:
Commission:
Expiration Date:
Signature: