Debbie Bernhardt dba THE GYPSY JUNK LADY

206 East Street Thrall, Texas 76578

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**ESTATE SALE CONTRACT**

This agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_ between Debbie Bernhardt, herein after referred to as Sale Host” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

herein after referred to as Seller. Seller contracts to consign for sale the contents of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the estate or living estate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Approximate sale date is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, subject to change by Sale Host if necessary.

**IT IS UNDERSTOOD THAT**: Sale Host will make every attempt to obtain the best price for any or all merchandise. All reasonable means of advertising will be implemented. Sale Host pays all labor, advertising and other upfront costs. Host will merchandise, display, price and conduct the estate sale. Prices are to be determined completely by the Sale Host. No person or persons shall be in any way involved in the preprocess or the sale except for Sale Host and personnel of The Gypsy Junk Lady estate sale service.

In the event Sale Host deems necessary, items not owned by Seller, and or jewelry

may be added to further enhance the sale with no compensation to the Seller.

For efforts made the Sale Host shall retain \_\_\_\_\_\_\_\_\_\_% of the total gross sale and pay the Seller

\_\_\_\_\_\_\_\_\_\_% of the total gross sale less charge backs or disposal expenses no later than 10 business days after the close of the sale. Payment will be disbursed to the Seller signing this contract.

**SELLER AGREES THAT BY SIGNING THIS CONTRACT:**

**NO GARAGE OR OTHER SALES HAVE BEEN HELD AT THIS ADDRESS 120 days prior to contract date.**

**NO owner or realtor** is permitted to pre-arrange any sale of merchandise and **no prospective buyer** has privilege to buy any item prior to estate sale. There is no merchandise sale of any kind allowed prior to estate sale **unless conducted by the Sale Host.**

At NO TIME after contracting should anyone having access allow viewing of sale site except for real estate purposes, and Seller will need to make Sale Host aware of the same prior to each entry.

**NO FURTHER ITEMS SHALL BE REMOVED from this sale site** EXCEPT those in the EXCLUSIONS listed below. Removal of any items shall allow the Sale Host to retain **75% per item** of the Sale Hosts expected value and will be deducted from Sellers funding at the close of sale. **NO EXCEPTIONS. Signing of this agreement is the Sellers FINAL ability to secure any item in this sale unless clearly stated in the “exclusions, or arrangements for other actions have been approved by the Sale Host.**

Sale Host will acquire photos at signing.

Sale Host is to obtain key at the contract signing, or the following agreed date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Seller is to list ANY person having keys and or access to this this property\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**NO** person or pet shall occupy this property at any time during this process unless clearly stated below

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Seller agrees to honor this contract for a period of no less than 120 days and agrees to pay a fee of $500.00 (five hundred) dollars in the event of cancellation 45 days or more from sale date. If cancellation occurs less than 45 days from the sale date, Individual agrees to pay a fee of no less than $2500.00 to compensate Sale Host for efforts and expenses.

Sale Host may exercise the option to cancel this contract at any time, without penalty, if Sale Host deems that it is no longer possible to conduct this sale in a reasonable, functional, professional, personable and or profitable manner, or Seller removes ANY item or items negotiated as part of the sale without prior consultation with Sale Host.

Trash disposal must be available. Excessive amounts of trash requiring removal other than curbside disposal shall incur a fee not to exceed $500.00.(five hundred) Sale Host may require securing other trash disposal such as a dumpster if deemed necessary by Sale Host.

All necessary utilities including water & electricity must remain on until the completion of this sale.

A functional bathroom must be available at this site.

Sale Host assumes no liability for damage, loss or destruction of any kind.

\_\_\_\_\_\_OPTION #1.Seller will keep any unsold items at the close of the sale, and Sale Host has no responsibility for removal of the same.

\_\_\_\_\_\_OPTION#2.Any remaining merchandise becomes the property of the Sale Host and will be liquidated by whatever means they deem reasonable, including but not limited to donation or dumpster, with no proceeds to the seller. Seller agrees to pay a fee of $\_\_\_\_\_\_\_\_\_\_\_\_for this service.

Sale Host will leave **HOME** (excluding garage and any other buildings) in broom clean condition. The following items **WILL NOT BE OFFERED FOR SALE OR REMOVED AS PART OF THE LIQUIDATION**: chemicals, paint, oil, batteries, tires, hazardous material of any kind, commodes, sinks, bathtubs shingles, scrap metals & building material. Also soiled or damaged upholstered furniture including sofas & hide-a-beds, mattresses & box springs, particle board items, console or any other TVs or dated electronic equipment, non-working or outdated appliances or tools, **OR ANY OTHER** item deemed by Sale Host as no sale value.

Sale Host is contracted to communicate with **Only** the person signing this contract.

\*\*\*EXCLUSIONS\*\*\*

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SALE HOST SELLER