



## Estate Liquidation Agreement

Harlow Online Estate Sale Auctions ("Liquidator") agrees to perform services to liquidate the entire contents / partial contents of the residence located at:

ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

(The "Premises"), which personal property (the "Property") is owned and/or controlled by

PRINT \_\_\_\_\_ (the "Seller").

Seller warrants and guarantees ownership and has legal title to the entire contents of the Premises, constituting the Property, free and clear of all liens or other claims of right.

Seller agrees that the estate liquidation shall be performed on the following terms:

1. Seller agrees that all items **not to be sold under this agreement** will be removed before Liquidator commences work at the Premises. Items removed after the execution of the agreement by Seller will result in a **33% charge of the valued price of the item or items removed.**
2. \_\_\_\_\_ (initial) The pricing for all of the items to be liquidated shall be established by Liquidator, in its sole and absolute discretion.
3. Seller represents and warrants that it has and shall **maintain liability insurance** for the Premises on which the liquidation sale is held and shall indemnify and hold harmless Liquidator and its officers, agents and employees from and against all damages to good and injuries to persons occurring or sustained on the Premises.
4. Liquidator shall not be responsible for any theft or breakage of the Property to be liquidated. **Seller shall assume all risk of loss or damage to or destruction** of the Property from any cause whatsoever from the effective date of this agreement until the time the liquidation sale has ended or a purchaser accepts possession of the goods sold.
5. Liquidator shall require approximately fifteen **(15) business days after the final deposit of the sale to close out the books of the sale**, including the clearing of all checks.
6. **Liquidator will be** \_\_\_\_\_ to the residence and any garages or other structures in which the Property being sold is located. Seller shall be responsible for cleanout after sale; Liquidator shall not be responsible for removal or disposal of any items not sold.
7. **Seller agrees to pay Liquidator (35 – 45%) \_\_\_\_\_ of the gross proceeds** of the sale for the services rendered with a minimum charge of \$1,400 ( $\$4000 \times 35\% = \$1400$ ). This will be taken out of final sales.
8. Vehicles, RVs or Boats over \$5,000 will be at 17%.
9. Should Seller decide to cancel this agreement for any reason, Liquidator will be paid the sum of One Thousand and 00/100 dollars (\$1000) for the time invested in the sale and in addition will be reimbursed for all expenses incurred by Liquidator which were related to the sale in any way.

10. The laws of the State of Florida shall govern this agreement.
11. This agreement may only be amended, revoked or modified by a written agreement signed by both parties.
12. This agreement contains the entire agreement of the parties and supersedes any and all prior oral or written understandings and agreements.
13. No party to this agreement may assign its rights or delegate its duties under this agreement without the prior written approval of the other party.
14. Venue for the resolution of any disputes through civil action shall be in the County Circuit Court where said property resides, as jurisdiction allows.

THE SERVICES ARE PROVIDED ON A "BEST EFFORTS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, LIQUIDATOR DOES NOT GUARANTEE THAT THE SERVICES WILL RESULT IN ANY PARTICULAR OUTCOME.

BY SIGNING THIS AGREEMENT THE SELLER ACKNOWLEDGES AND CONFIRMS THAT HE/SHE HAS READ THE AGREEMENT, UNDERSTANDS THE TERMS AND CONDITIONS SET FORTH HEREIN, AND AGREES TO BE BOUND BY SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective on \_\_\_\_\_(date).

By their signatures below, the Seller represent, affirms and agrees to the above conditions:

SELLER: \_\_\_\_\_

Print Name: \_\_\_\_\_

LIQUIDATOR: Harlow Online Estate Sale Auctions

\_\_\_\_\_

FORWARDING ADDRESS WHERE CHECK WILL BE MAILED:

\_\_\_\_\_

Referred by: \_\_\_\_\_