



4020 Calle De Las Margaritas  
(575) 222-3436 (Office)  
[AdrianMadrid@GoldMineEstateSales.com](mailto:AdrianMadrid@GoldMineEstateSales.com)  
[www.GoldMineEstateSales.Com](http://www.GoldMineEstateSales.Com)

## ESTATE SALE / AUCTION AGREEMENT

This agreement (“Agreement”) is between Adrian Madrid owner of Gold Mine Estate Sales, LLC (hereinafter referred to as “Agent”) and \_\_\_\_\_ the owner or legally authorized representative of the owner (hereinafter referred to as “Client”) of the tangible personal property located at \_\_\_\_\_ (hereinafter referred to as “Location”) and is for the purpose of granting Agent authority to conduct an estate sale under the terms and conditions set forth below.

- I. DEFINITION OF CLIENT: “Client” includes legal owners, executors, trustees, and administrators or other persons authorized by letters of administration to represent an estate.
- II. AGENT’S SERVICES:
  - A. Promotional: Agent shall promote the estate sale / auction through the following means:
    - Newspaper or online advertising
    - Estate sale websites and social media
    - Emails to Agent’s current list of active estate sale buyers
    - Neighborhood signs indicating estate sale and directions to event
    - Contract buyers actively buy “special” items included in the estate
  - B. Organizational: Agent shall organize, prepare, display, and make accessible all items subject to the estate sale or online auction. Agent may use available tables or shelves for display purposes unless otherwise stated by Client. Agent shall supply any further necessary display tables, racks, shelves, and cases required for the sale. Agent shall obtain any necessary permits required for conducting the estate sale. All online auctions or listing will be listed through [www.GoldMineEstateSales.com](http://www.GoldMineEstateSales.com) or [www.AirAuctioneer.com](http://www.AirAuctioneer.com).

- C. **Pricing:** Agent and Agent's designated sales personnel shall have the sole authority to set prices and to discount and/or negotiate prices with buyers to the extent deemed necessary and prudent by the agent to consummate a sale. When electing for an online auction; bids begin at \$0.01 and contain no reserves. Agent, at Agent's sole discretion, may leave certain items unpriced to invite discussion and negotiation. Agent shall appraise all items to be sold and, if Agent believes certain items are not within Agent's level of expertise, Agent reserves the right to engage outside appraisers, at Agent's expense. Agent shall research unique items to determine a fair market value.

**Client agrees to pay \_\_\_\_\_% commission or a flat rate of \$\_\_\_\_\_, whichever is greater, on all gross sales. There is no fee for set up, tier 1 advertising and sale staffing will be paid out of the Agents expense. Client agrees to pay agents sales tax. Each party agrees that this expense and the commission will be paid from the gross proceeds at the end of the sale.**

### III. AGENT'S DUTIES:

1. Agent agrees to conduct a on-site estate/tag sale\_\_\_\_\_ (Clients Initials) or online auction\_\_\_\_\_ (Clients Initials) at the Location and conduct advertising and inviting potential buyers to attend a pre-priced, onsite sale using the traditional tag sale format or online auction that runs Seven (7) consecutive days.
2. Agent shall act on a best efforts basis in an effort to obtain a fair and reasonable price for all items. Agent makes no promises or guarantees regarding proceeds that will be generated from the sale.
3. Agent shall set the date and hours of the sale.
4. Agent may "embellish" sale by including desirable content, non-Client items that may attract additional buyers.
5. Agent shall make reasonable efforts to prevent breakage and theft, however Agent will not be responsible for payment or replacement of any items rendered unsellable by these causes.
6. Agent shall collect sales tax and reimburse said tax to the State of New Mexico.
7. Except as otherwise provided, the Agent shall pay all expenses related to promoting and conducting the sale, including advertising, signage, and payroll taxes.
8. Agent shall issue payment to Client via U.S. Mail or in person within (7) seven business dates from the close of the sale.

### IV. CLIENT'S DUTIES:

1. Client represents and warrants that the property covered by this agreement is unencumbered property, that Client has the authority to sell the property, and that good title and interest will pass to the buyer at the time of the sale.
2. Client shall grant Agent full access to the items subject to the estate sale/ auction, and to as much of the Location as is required by Agent to conduct the estate sale.

3. Unless otherwise agreed to by Agent, Client shall not be present at the Location during the hours of the estate sale/ auction and shall not interfere with the conduct of the sale or the negotiations of Agent or Agent's personnel with potential buyers.
4. Client is responsible for assuring that a Home Owner's Insurance Policy is in effect during the sale, set up and clean out if applicable. Client shall indemnify, defend, and hold harmless Agent, and its employees, agents, and representatives against all liability, claims, costs, damages, and expenses (including reasonable attorney fees) incurred by Agent directly or indirectly arising from or related to the services contracted for under this Agreement, unless resulting from Agent's own fraud, willful or reckless injury to a person or property, or willful or negligent violation of law.
5. Client shall provide proper title and/or bill of sale for any property that, by law or common practice, requires such documentation (i.e motorized vehicles, boats, etc.)
6. Client shall remove all personal property which not for sale from the Location prior to the set up start date of \_\_\_\_\_, Agent shall not be responsible if items left behind by Client are sold, donated or disposed of.
7. Client is responsible for keeping utilities in working order during set up, sale and clean out if applicable.

V. SALE DATE(S) AND PROPERTY ACCESS DATE(S)

1. **DATE(S) OF SALE:** \_\_\_\_\_.

2. **DATE(S) OF ACCESS TO PROPERTY FOR SETUP OF SALE:**  
\_\_\_\_\_.

VI. GENERAL DESCRIPTION OF ITEMS TO BE SOLD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and all additional items in place at time of set up.

**HIDDEN TREASURES CLAUSE: ALL ITEMS AND UNATTACHED FIXTURES LOCATED AT THE LOCATION UPON SET UP DESIGNATED IN SECTION V ABOVE, UNLESS OTHERWISE AGREED TO IN WRITING, SHALL BE SUBJECT TO SALE BY AGENT. AGENT SHALL NOT BE LIABLE FOR ANY ITEMS SOLD THAT WERE NOT IN COMPLIANCE WITH THIS SECTION.**

VII. MISCELLANEOUS PROVISIONS:

1. Agent, at Agent's discretion, may accept personal checks tendered by buyers.
2. Agent shall not responsible for any damage, either to the merchandise or to the location of the sale, caused by buyers during the sale or by their removal of purchased merchandise.
3. Agent shall not be responsible for any damages to the unsold items incidental to transportation thereof to auction houses, other sale venues, or charities.

4. This Agreement is subject to the laws of the state wherein the sale is conducted.
5. This Agreement may be revised or amended in writing, signed by both parties.
6. In the event of a dispute between the parties, each agrees to settle the dispute by professional mediation.
7. All items shall be sold "AS IS, WHERE IS" and without warranty of any kind, express or implied, and Client shall reimburse Agent against such claims.
8. Any unsalable items – expired safety gears, drugs, alcohol, or items deemed unfit for sale by Agent for legal or any other reasons will be gifted, disposed of or excluded from the sale at the discretion of the Agent.
9. Any items removed from the sale by the client are subject to the agent's full commission.

VIII. OPTIONAL PROVISIONS: (check all that apply)

1. \_\_\_\_\_ Tier 2 Premiere Estate Sale:  
**For a Fee of \$1600.00** Agent will begin advertising your event in Las Cruces Sun News 2-3 weeks in advance. Agent will also advertise on social media, and two mainstream selling platforms. Package also includes 3 newsletters compared to 1 to our customer base, 500 [black and white] half page flyers, 2 professional video walkthroughs that showcase the contents and homes features.  
*\$4,500 Value*
2. \_\_\_\_\_ Tier 3 Diamond Estate Sale:  
**For a Fee of \$2500.00** Agent will begin heavily advertising your event across local and El Paso newspapers 4-5 weeks in advance **(two set of dates will be advertised in El Paso Times.)** Agent will also advertise on social media, and two mainstream selling platforms. Package also includes 3 newsletters compared to 1 to our customer base, 1000 [color] full page flyers, 500 invitations to business locations throughout Las Cruces. 3 professional video walkthroughs that showcase the contents and homes features, with one video being dedicated to drone footage that will be handed over to the realtor at no additional cost along with the Real Estate Ready Provision included at no additional cost.  
*\$8000.00 Value.*
3. \_\_\_\_\_ Donation Provision:  
Agent will donate low value, unsold inventory at end of sale and provide Client with donation receipt, **for the rate of \$25.00 per hour, per person.**
4. \_\_\_\_\_ Consignment Provision:  
**For a consignment fee of 50%** sale price, Agent will consign for sale, on LUXE through Gold Mine Estate Sales, LLC website at other estate sales, or at live auctions, any unsold inventory deemed appropriate for the particular venue, and provide Client 50% of the proceeds monthly, until sold or donated.
5. \_\_\_\_\_ Full Clean-Out Provision: **For a fee of \$500.00 per truck load**, Agent will transport any items that could not be sold, consigned, or donated to the dump or designated 501(c)(3). Hazardous waste cannot be removed by Agent.
6. \_\_\_\_\_ Real Estate Ready Provision: After all property has been removed from the location, **for the rate of \$25.00 per hour, per person**, Agent shall broom

sweep, mop, and/or vacuum all floors, and wipe down counters and surfaces. Any trash removed is subject to dumpster or hauling fees at Agents cost.

**COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Full Name (Print):** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**AGENT** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Adrian Madrid**

**O.M.** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Pearl Hernandez**

**WITNESS** \_\_\_\_\_ **DATE** \_\_\_\_\_

**WITNESS PRINTED NAME:** \_\_\_\_\_

