



4020 Calle De Las Margaritas
(575) 222-3436 (Office)
AdrianMadrid@GoldMineEstateSales.com
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 or bid.GoldMineEstateSales.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 \$5.00 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. Client also agrees to pay agents mileage at \$3.74 per mile and \$2.00 per gallon on agents vehicle alone. 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. Agents current MPG is 22 Miles Per Gallon.

III. AGENT'S DUTIES:

1. Agent agrees to conduct a on-site estate/tag sale _____ and/or an online auction _____ 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. Agent will strictly set the time for this event according to the auction schedules availability.
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.

VEHICLES/BOATS/TRAILORS:

Year: _____ Make: _____ Model: _____ Title: _____

VIN: _____

Year: _____ Make: _____ Model: _____ Title: _____

VIN: _____

*If more information is needed please place the remaining info in the same format on the back of the last page of this contract.

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. _____ Preferred Package:
For a Fee of \$1600.00 Agent will market your event within 24 hours bringing your events attention front and center. This marketing package includes: Announcement post + 1 Reminder Post the week of the event. Agent will also begin advertising your event in Local News Paper 2-3 weeks in advance. Agent will also advertise "Market Specific" items within their correct markets.
2. _____ Max Package:
For a Fee of \$2500.00 all items above will be included in addition; your event will receive a **national premiere on Estatesales.net**, the country's top estate sale platform, ensuring visibility to collectors in your event's region or those with matching interests. (This does not qualify for auctions.)
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. _____ 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.
5. _____ Real Estate Ready Provision: After all property has been removed from the location Agent shall broom sweep, mop, and/or vacuum all floors, wipe down counters and surfaces. Thoroughly clean appliances, bathrooms, windows. Any trash removed is subject to dumpster or hauling fees at Clients cost. Client pick from the Real Estate Ready Packages attached to the top of page 5.

Package: _____ : Price: _____

Plan	2 BDS	3 BDS	4 BDS
Pricing Table	\$399^{.99} _{+TAX}	\$499^{.99} _{+TAX}	\$599^{.99} _{+TAX}
Sweep & Mop	✓	✓	✓
Vacuum	✓	✓	✓
Appliances	✓	✓	✓
Bathrooms	✓	✓	✓
Windows	✓	✓	✓
Garage	\$449^{.99} _{+TAX}	✓	✓
Trash Removal	\$699^{.99} _{+TAX}	\$799^{.99} _{+TAX}	\$899^{.99} _{+TAX}
Fill & Paint	\$6.00/SQFT	\$6.00/SQFT	\$6.00/SQFT

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

FOR OFFICIAL USE ONLY		OFFICIAL SEAL
O.M. _____ Date: _____ Pearl Hernadez		
Event ID: _____ Control # _____		
P/L: _____ Grand Total: _____ USD		
Agent: _____ Client: _____ Tax: _____		