



**Support Animals  
Save Lives  
Spread Compassion**

# Santa Fe Animal Shelter Estate Sale Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the sole purpose of liquidating the contents of an estate located at:

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

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

by and between the Santa Fe Animal Shelter DBA The Cat Santa Fe Estate Sale Services (hereafter referred to as "SFAS") and \_\_\_\_\_ who hereby warrants that they are:

- the legal Owner of the property (hereafter referred to as "Client") or is
- the "Personal Representative" of an Estate (hereafter referred to as "Client") and as evidence of your authority to administer the estate, you agree to supply a copy of one of the following: "Letters Testamentary," "Letters of Administration with Will Annexed," or "Letters of Administration."

### The terms applicable to this Agreement are as follows:

Client represents and warrants that the property covered by this agreement is unencumbered property, he/she has the authority to sell the property and has/had GOOD TITLE to all the property, and all items are FREE OF LIENS and ENCUMBRANCES, and that good title and interest will pass to the purchaser at the time of sale. Client hereby agrees to indemnify the Santa Fe Animal Shelter and its employees and volunteers from any case arising out of ownership dispute before, during, or after the sale.

The date(s) of the estate sale is/are \_\_\_\_\_ .

**Payment:** We require a deposit of \_\_\_\_\_ made payable to the Santa Fe Animal Shelter to secure the date of your sale. This deposit will be returned to you after the sale, or as outlined in the cancellation policy.

- The Client will remove and pack all personal items from the premises prior to the sale that are not to be included in the sale. Larger items that cannot be moved will clearly be marked “sold” if they are not to be included in the sale.
- Once our staff begins onsite preparation for the sale, all items that remain on the premises will be included in the sale unless marked “sold” as above. If the Client removes any items after this point that are not marked as “sold”, SFAS reserves the right to charge a 40% commission on the SFAS appraised value and reduce it from the client’s portion of the net proceeds. This is to ensure that we can properly prepare and advertise for the sale, without having items removed at the last minute.
- SFAS is responsible for paying the advertising costs prior to the sale. This includes advertising on our website, email announcements to our loyal client list, and placing directional signs in appropriate places for locating the sale. Newspaper advertisements may be included for certain sales. Advertising costs will be subtracted from the gross proceeds.
- We will provide all of the resources needed to organize, display, research, price and sell the contents of the home in a professional and customer friendly atmosphere. Given our substantial experience in this area, we reserve the right to make all pricing decisions. If necessary, a professional appraiser may be hired to help determine fair pricing on particular items. Appraising costs will be subtracted from the gross proceeds.
- Throughout the liquidation process, your household contents that are unsellable will be donated or discarded. If we find anything of a personal nature or memory related, we will put them aside in a box for safekeeping. After the sale, all items that did not sell become the property of the Santa Fe Animal Shelter DBA The Cat Santa Fe thrift stores, or another well-suited non-profit organization, or they will be discarded. A donation receipt will be provided if applicable.
- If necessary, a dumpster(s) and/or trash hauling fee will be deducted from gross receipts from the sale.
- At the end of the sale SFAS will clear out all tables, equipment and supplies used for sale. Although we will make every effort to respect the property, SFAS is not responsible for any damaged or soiled carpets, floors, baseboards, walls, windows, counters, etc. that may occur in relation to the preparation of the sale, the sale itself, or removal of items post-sale.
- We will handle all cash and change needed for the sale. Checks are written out to the Santa Fe Animal Shelter on the day of the sale, and we are responsible for depositing them.
- No client or relative of the estate are to be present while the sale is being conducted. We understand this is a sensitive time for all family members involved and being present often makes the potential customers uncomfortable, which could result in fewer sales.
- We will appraise all items to be sold and mark prices on them using price stickers or tags. Merchandise will be marketed so that it receives the best price. Most items under \$2.00 will not be priced. Customers like to “bundle” these smaller items, and they will be priced at the checkout counter.
- We reserve the right to sell something to a customer before the sale in certain circumstances (collectibles, rare items, etc.) in order to get the best price for it.
- SFAS requests a house key, lockbox number or access through the garage while preparing for the sale.

**Proceeds will be handled as follows:**

SFAS retains 40% of the net proceeds + applicable gross receipts tax on the gross sales income, while the remaining portion is dispersed to the client. A check with your portion of the net proceeds will be mailed to you within 7 business days of the sale. We do not provide a written inventory, but will give you a list of the amounts items sold for.

**Cancellation policy:**

If the client requests to cancel the sale within 14 days of the set date on this contract, the deposit will not be returned. If the client requests to cancel the sale more than 14 days prior to the sale date, we will return the deposit within 7 business days.

*I have read the above and do agree to abide by the same. I will not hold The Cat Santa Fe Estate Sale Services, the Santa Fe Animal Shelter, or its employees or volunteers, liable for accidents, injury of theft on the property. SFAS has its own insurance. The home must have a current insurance policy that covers theft, fire and accident coverage. By signing this contract, the client agrees not to assent any claim against SFAS for any property damages or losses to the clients' property.*

If any provision of this Agreement should later be deemed to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

***We have read the above and do agree to abide by the same.***

**ACCEPTED AND AGREED TO** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**Printed Client Name** \_\_\_\_\_

**Signed Client Name** \_\_\_\_\_

**Printed SFAS Representative Name** \_\_\_\_\_

**Signed SFAS Representative Name** \_\_\_\_\_

**Contact Information**

Client Name: \_\_\_\_\_

Client Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**If different, who/where to send final check:**

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

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

Phone #: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_