



TOP HAT AUCTIONS, APPRAISALS & SALES

CONTRACT FOR ONLINE AUCTION

THIS AGREEMENT MADE AND ENTERED THIS DATE, THE _____ DAY OF _____, 20____, BETWEEN THE PARTIES, "TOP HAT AUCTIONS, APPRAISALS & SALES" , HERETOFORE ALSO REFERRED TO AS "TOP HAT SALES" , AND THE "CLIENT" AS DESCRIBED HEREIN TO BE: (NAME, ADDRESS, EMAIL & PHONE #'S)

THE *CLIENT* HEREBY REQUESTS AND CONTRACTS FOR *TOP HAT SALES* TO ORGANIZE AND EXECUTE ON THEIR BEHALF AN "ESTATE SALE" (LIVING ESTATE SALE /TAG SALE/MOVING SALE/DOWNSIZING SALE/ OR OTHER NOMENCLATURE) OF PERSONAL PROPERTY THE SUBJECT OF THIS CONTRACT, VIA AN ONLINE AUCTION, INTERNET BIDDING AS THE PRIMARY PUBLIC OFFERING, WHERE SUCH PROPERTY IS LOCATED AT THE FOLLOWING ADDRESS:

STREET

CITY

STATE AND ZIP

IT IS THE WARRANT OF THE CLIENT THAT HE/SHE HAS THE AUTHORITY AND/OR RESPONSIBILITY TO ENTER INTO SUCH CONTRACT FOR SUCH PURPOSE, TO WIT: THE SALE OF GOODS LOCATED AT THE ABOVE SPECIFIED ADDRESS INCLUDING BUT NOT

LIMITED TO:

BRIEF DESCRIPTION OF ITEMS TO BE

SOLD:

ITEMS TO BE **EXCLUDED** FROM THE SALE INCLUDE, BUT NOT BE LIMITED TO:

BRIEF DESCRIPTION OF ITEMS THAT DO NOT

SELL:

IT IS HEREBY AGREED BY THE PARTIES THAT THE **GENERAL TERMS OF THE ONLINE AUCTION / ESTATE SALE** INCLUDE, BUT ARE NOT LIMITED TO:

THE CLIENT IS LEGALLY AVAILABLE TO ENTER SUCH AGREEMENT AND CONTRACT FOR SUCH ESTATE SALE SERVICES HAVING OWNERSHIP OR LEGAL AUTHORITY OVER THE ITEMS THAT ARE TO BE SOLD AT SUCH SALE.

THE CLIENT SHALL PRODUCE AND MAKE AVAILABLE ALL SUCH GOODS THAT ARE TO BE INCLUDED IN THE ESTATE SALE, ESPECIALLY WHEN ADVERTISED. RARE EXCEPTIONS OF FAMILY REMOVAL PERMITTED WHEN APPROPRIATE. SUBSEQUENT TO ADVERTISING BUT PRIOR TO SALE SETUP.

THE CLIENT SHALL CLEARLY IDENTIFY ALL ITEMS THAT ARE SPECIFICALLY EXCLUDED FROM THE SALE.

THE CLIENT SHALL BE RESPONSIBLE FOR SECURING; OR MINIMALLY, SPECIFYING; ALL PERMITS OR LEGAL CONDITIONS NECESSARY FOR THE EXECUTION OF SUCH SALE WITHIN THE SUBJECT GEOGRAPHICAL JURISDICTION.

SHOULD TOP HAT SALES AGREE TO BE RESPONSIBLE FOR SECURING SUCH PERMITS OR LEGAL AUTHORITIES ANY EXPENSES ASSOCIATED THEREWITH ARE AGREED BY THE PARTIES TO BE REIMBURSIBLE BY THE CLIENT.

THE CLIENT IS RESPONSIBLE FOR IDENTIFYING AND COMPLYING WITH ALL VALUE ADDED TAX - VAT - REQUIREMENTS OF THE SUBJECT JURISDICTIONS.

THE CLIENT IS RESPONSIBLE FOR IDENTIFYING AND COMPLYING WITH ALL APPLICABLE SALES TAX REQUIREMENTS OF THE SUBJECT JURISDICTIONS. SHOULD THE CLIENT REQUEST AND REQUIRE THAT TOP HAT SALES CHARGE THE PURCHASER SALES TAX, THE CLIENT SHALL SPECIFY THE APPLICABLE TAX PERCENTAGES HEREIN, TO WIT: _____ %. ALTERNATIVELY, TOP HAT SALES WILL HANDLE THE PAYMENT OF LOCAL SALES TAX WHEN REQUESTED IN ADDITION TO THE STATE TAXING REQUIREMENTS.

SHOULD THE CLIENT REQUEST AND REQUIRE THAT TOP HAT SALES MOVE, MANIPULATE, COLLECT, DISPOSE OF OR OTHERWISE DEAL WITH WASTE MATERIALS OF QUANTITIES SUFFICIENT TO REQUIRE DUMPSTER SERVICES, THE CLIENT SHALL BE RESPONSIBLE FOR SECURING SAID DUMPSTER SERVICES AND ALL SUCH LEGAL/ZONING COMPLIANCE RESPONSIBILITIES ASSOCIATED THEREWITH, UNLESS AND UNTIL TOP HAT SALES WOULD AGREE TO SUCH RESPONSIBILITY IN FULL OR IN PART.

THE CLIENT SHALL ENSURE THAT UTILITIES ARE OPERABLE AT THE SUBJECT SALE LOCATION FOR THE DURATION OF SALE SETUP, SALE, AND SALE TEARDOWN--SPECIALLY, DURING THE PRESALE SITE VISIT FOR INVENTORY AND PHOTOGRAPHY OF SUBJECT ITEMS AND THE PICKUP DAY WHERE THE SUCCESSFUL BIDDERS ARRIVE TO OBTAIN THEIR ITEMS.

SHOULD THE CLIENT REQUEST OR REQUIRE TOP HAT SALES, OR CIRCUMSTANCES DICTATE IN THE OPINION OF TOP HAT SALES, THAT ITEMS FOR SALE MUST BE CLEANED OR REPAIRED PRIOR TO BEING SET FOR SALE, ANY EXPENSES (INCLUDING MAN HOURS) NECESSARY FOR TOP HAT SALES TO COMPLETE SUCH CLEANING SERVICES SHALL BE REIMBURSIBLE FEES.

TOP HAT SALES MAY PURCHASE ANY ITEM INCLUDED IN THE SALE AND MAY INCLUDE ITEMS OR COMBINE SALES TO PROVIDE AN APPROPRIATE OFFERING.

THE PARTIES AGREE THAT ALL ITEMS THAT ARE IDENTIFIED FOR SALE, YET FAIL TO SELL TO A THIRD PARTY BUYER WITHIN THE SPECIFIED DURATION OF THE ESTATE SALE ARE THE SOLE RESPONSIBILITY OF THE CLIENT WITH REGARD TO LEGAL AND APPROPRIATE FINAL DISPOSITION UNLESS AND UNTIL TOP HAT SALES WOULD AGREE TO SUCH RESPONSIBILITY IN FULL OR IN PART. SUCH DISPOSITION MAY INCLUDE BUT BE NOT LIMITED TO, WASTE REMOVAL, CONSIGNMENT TO TOP HAT SALES OR THIRD PARTY DEALER, DONATION TO CHARITY, SALES OR DONATION TO, OR TRADE FOR SERVICES WITH, TOP HAT SALES, ABANDON IN PLACE, ETC. TOP HAT SALES WILL PROVIDE A FINAL SETTLEMENT TO THE CLIENT, INDICATING TO THE CLIENT WITH OR ABSENT DOCUMENTATION (E.G. SALES RECEIPTS) A SUMMARY OF THE SALES THAT OCCUR WITHIN THE SPECIFIED DURATION OF THE ESTATE SALE.

TOP HAT SALES IS AUTHORIZED TO DETERMINE THAT ITEMS IN DAMAGED OR EXTREMELY DETERIORATED CONDITION ARE UNSUITABLE FOR SALE AND AN APPROPRIATE DISPOSITION OF SUCH ITEMS IS WASTE REMOVAL.

TOP HAT SALES SHALL NOT BE HELD LIABLE NOR INCURR ANY LIABILITY FOR ANY DAMAGES OR CIRCUMSTANCES LEADING TO A CLAIM FOR DAMAGES TO ANY AND ALL PROPERTY OF THE CLIENT. TOP HAT SALES SHALL NOT BE HELD RESPONSIBLE FOR ANY AND ALL ACCIDENTS OF ANY PERSON(S) PRESENT BEFORE DURING AND AFTER THE ESTATE SALE ON ANY PROPERTY ASSOCIATED WITH SUCH SALE THAT TOP HAT SALES MAY BE OPERATING.

TOP HAT SALES SHALL CONDUCT THE SALE WITH DUE REGARD AND DUE DILIGENCE FOR THE SAFETY AND SECURITY OF THE ASSETS AND ALL PROPERTY AND PERSONS THEREON BUT SHALL BE HELD HARMLESS FOR DAMAGES OR THEFT THEREOF OR THEREON THAT MAY OCCUR BEFORE, DURING OR AFTER THE SPECIFIED DURATION OF THE ESTATE SALE.

EITHER PARTY MAY SECURE ANY SECURITY FORCES, DEVICES OR MEASURES AS DEEMED NECESSARY AND APPROPRIATE (EG VIDEO SURVEILLANCE, CANINE, WATCHMAN PATROL, ETC.) SHOULD THE CLIENT REQUEST OR REQUIRE TOP HAT SALES TO FULFILL THIS RESPONSIBILITY ANY ASSOCIATED FEES SHALL BE PAYABLE AT TIME SUCH SERVICES REQUIRE SATISFACTION OF THEIR RESPECTIVE FEES AND SUCH FEES SHALL BE THE RESPONSIBILITY OF THE CLIENT OR AS REIMBURSIBLE FEES.

THE CLIENT RESERVES THE RIGHT TO DIRECT AND DEMAND THE PRICE POINTS SET FOR ANY AND ALL PROPERTY OF THE CLIENT THAT TOP HAT SALES IS BEING CONTRACTED TO SELL, PRIOR TO THE SALE.

THE CLIENT OR CLIENT REPRESENTATIVES SHALL BE ABSENT FROM THE PROPERTY DURING EXECUTION OF THE SALE, EXCEPT ONLINE SALES AS NECESSARY.

ABSENT SUCH SPECIFIC DIRECTION BY THE CLIENT, THE PRICE POINTS SHALL BE DETERMINED AND EXECUTED BY TOP HAT SALES WITH DUE REGARD TO FAIR MARKET VALUATIONS AND TOP HAT SALES HEREIN STIPULATES THAT **SUCH FAIR MARKET VALUATIONS SHALL BE DETERMINED BY A CERTIFIED APPRAISER** FOR THE BENEFIT OF THE CLIENT.

TOP HAT SALES IS EMPOWERED TO SOLICIT, RECEIVE AND EXECUTE ANY AND ALL SALES TRANSACTIONS THAT IN THE OPINION OF TOP HAT SALES ARE REASONABLE OFFERS AND FACILITATE THE EXPEDITIOUS LIQUIDATION OF THE ASSETS.

TOP HAT SALES AT ITS SOLE DISCRETION MAY CONSIDER THE PREVAILING CONDITIONS INAPPROPRIATE FOR EXECUTION OF THE SALE AND RENDER THIS CONTRACT NULL AND VOID UPON SUCH DETERMINATION.

ONCE CONTRACTED TO BE SOLD, THE ITEMS SHALL BE SOLD UNDER THE AUSPICES OF TOP HAT SALES WITHOUT INTERFERENCE OR DOUBLE DEALING BY THE CLIENT, OR OTHER SALES ACTIVITIES THAT PREVENT TOP HAT SALES FROM COLLECTING COMMISSION FEES.

REIMBURSIBLE FEES NOT OTHERWISE OUTLINED HEREIN INCLUDE BUT ARE NOT LIMITED TO: RENTAL FEES, ADVERTISING FEES, CONTRACT LABOR, AND TRAVEL EXPENSES. SUCH FEES ARE REQUIRED AND PAYABLE IN PART AS A RETAINER, TO PROVIDE TOP HAT SALES THE ABILITY TO SECURE SUCH PERMITS, LABOR, RENTALS, ETC. AND PROVIDE SUCH ADVERTISING NECESSARY FOR A SUCCESSFUL ONLINE AUCTION / ESTATE SALE.

THE NONREFUNDABLE RETAINER FEE AND SUCH OTHER FEES AS DESCRIBED AND SET FORTH HEREIN OR PAYABLE TO TOP HAT SALES VIA CASH, CHECK, OR PAYPAL.

TOP HAT SALES HEREBY QUOTES A **RETAINER FEE** FOR THIS PROJECT TO BE \$_____ TO BE RECEIVED PRIOR TO FURTHER EXECUTION OF THE TERMS OF THIS CONTRACT.

TOP HAT SALES HEREBY QUOTES AND AGREES TO ORGANIZE, ADVERTISE AND EXECUTE THIS ONLINE AUCTION / ESTATE SALE AT A **COMMISSION RATE** OF _____% OF THE GROSS RECEIPTS **OR A FLAT FEE** OF \$_____ IF AGREED TO BY THE PARTIES.

UPON EXECUTION OF THE CONTRACT, THE PARTIES AGREE TO COMMUNICATE AND COOPERATE TO FACILITATE THE SUCCESSFUL SALE OF THE IDENTIFIED GOODS.

AGREED TO THIS DATE _____ BY THE PARTIES:

_____ AND _____ (TOP HAT)
CLIENT

(CHECK IF ADDENDUM [])