



TOP HAT AUCTIONS, APPRAISALS & SALES

CONTRACT FOR PERSONAL PROPERTY APPRAISAL SERVICES

This agreement made and entered this _____ day of _____, _____ · I or we (Client), hereby contract TOP HAT Auctions, Appraisals & Sales, herein referred to as such, or "Appraiser", to provide the personal property appraisal services as described herein:

Method of valuation: the appraiser provides a valuation of the subject personal property as "fair market value" unless specifically contracted as: _____ (replacement, liquidation, insurance, etc.)

Initials: _____; _____ (TOP HAT)

The appraiser is requested to appraise the following personal property. The subject personal property is located and distinguished (described or excluded) as:

Site #1

Location: _____

Property

Description: _____

Special Instructions: _____

Site #2

Location: _____

Property

Description: _____

Special Instructions: _____

() ADDITIONAL SITES/INSTRUCTIONS ATTACHED

**TOP HAT AUCTIONS, APPRAISALS & SALES
PERSONAL PROPERTY APPRAISAL CONTRACT - TERMS**

The Appraiser is to be paid at execution of this contract a retainer in the amount of ~~\$128.00~~ \$75.00. This retainer will be credited towards any interim or final invoice. The Appraiser is to be paid ~~\$128.00~~ \$75.00 per hour for any time spent conducting consulting to Client (or on Client's behalf), inventory, inspection, applicable research, document preparation, court testimony, travel and any other time spent dedicated to the completion of this appraisal project; alternatively, at the agreement of the parties, a simple flat fee of \$N/A is to be paid to the Appraiser, for the limited scope of work described herein. Any further work related to the limited scope appraisal project including additional document preparation, court preparation, court testimony, travel or other work and related expenses shall be invoiced at the Appraiser's established hourly rate of \$128.00 per hour. The Appraiser is to be reimbursed for any other actual expenses connected with this appraisal including lodging, food, travel, etc. The Final Invoice for this appraisal will be due and payable immediately upon presentation of the final appraisal document.

It is understood that the Appraiser may utilize other appraisers to assist with this appraisal project. All final appraisal information as set forth in the final appraisal document is certified by the Appraiser. The Client will make all arrangements necessary to provide the Appraiser with a safe, secure, and unobstructed access to and utility for the necessary inspection

of the personal property to be appraised at the locations as described herein. Liability of the Appraiser is limited to the full refund of the Retainer and any Appraisal Fees paid by Client to the Appraiser.

The Final Appraisal Document is to be provided to:

Additional Copies of the Final Appraisal Document are authorized by the Client to be distributed to:

Client initials _____

TOP HAT AUCTIONS, APPRAISALS & SALES

PERSONAL PROPERTY APPRAISAL CONTRACT-CONDITIONS:

The personal property appraisal services contracted for herein, are contingent upon the conditions and stipulations set forth, described or intended by this agreement, including: that the client is responsible for providing ready access to the personal property the subject of the appraisal project in an acceptable environment absent of obvious hazard or adverse environmental condition; the client shall hold the Appraiser harmless for any and all actions or liabilities arising from the appraisal services, legal encumbrances upon the subject property, or dispute of services rendered, as Appraisals are conducted and completed with the assumptions that all liens and encumbrances have been satisfied and the property is appraised as though free and clear and under responsible ownership and competent management; the Appraiser may terminate the contractual obligations set forth herein upon unilateral determination of significant hazard, unacceptable environmental conditions, uncooperative client or client agent or designee, unsatisfied contractual elements or any other factors inhibiting the successful completion of the appraisal project the subject of this agreement.

**TOP HAT AUCTIONS, APPRAISALS & SALES
PERSONAL PROPERTY APPRAISAL CONTRACT-APPROVALS**

I or We have read the foregoing contract for personal property appraisal services and understand the contents thereof, and agree to the terms as set forth therein; I or We further represent that the statements herein made by me or us are true to the best of our knowledge; that this contract contains and sets out the entire agreement of the parties unless this contract is amended by an addendum signed by all parties to this contract. It is mutually agreed that this contract shall be binding and obligatory upon the undersigned, and the separate heirs, administrators, executors, assigns and successors in interest of the undersigned (Client: Owner / Representative's Name, address: Street, City, State, Zip, email, telephone #, Fax #):

Signed:

Print name of client

signature of client

Address City, State, and zip code of client

Telephone # _____ *Fax #* _____

Email _____

Witness: _____

The undersigned accepts this Contact for Personal Property Appraisal Services and agrees to the terms as set forth therein this _____ day of _____, _____.

For TOP HAT Auctions, Appraisals & Sales