

# Items of Value, Inc.

A Full-Service Appraisal and Estate Sale Firm

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## SALE AGREEMENT

01. Undersigned consignee, Items of Value, Inc. agrees to act as selling agent on behalf of undersigned consignor for all items \_\_\_\_\_ cited in paragraph 12 below, or \_\_\_\_\_ cited on separate inventory sheets, or \_\_\_\_\_ seen by consignee on date of \_\_\_\_\_ but not inventoried.
02. Consignor allows consignee to offer items for sale from beginning date of \_\_\_\_\_ to ending date of \_\_\_\_\_. If consignee needs more time to sell items, consignee will ask for extension to a specific date. If consignor does not respond in writing, consignee will deem that consignor agrees to the requested extension. All other terms of sale agreement remain in force.
03. Consignee will determine selling prices unilaterally on behalf of consignor. Consignor is not allowed to dictate asking/selling prices unless otherwise noted in paragraph 12 below.
04. Consignor agrees that consignee may deduct and retain 25% of selling price as commission for items sold, unless otherwise noted in paragraph 12 below.
05. Consignee will return to consignor the selling price amount minus commission and minus \_\_\_\_\_% of advertising/promotion costs within one week of sale of the items along with an accounting of the items sold and the prices that the items sold for. Any and all repairs, enhancements, cleaning of items will be charged to consignor and deducted from sale proceeds.
06. Consignee will deduct 25% commission on any items removed/withdrawn by consignor from sale after date and time of \_\_\_\_\_, or \_\_\_\_\_ date and time of scheduled pickup of the items.
07. \_\_\_\_\_ Consignee will pick up, or \_\_\_\_\_ consignor will deliver consignment items at the following location and date:

\_\_\_\_\_  
Pickup charges will be made according to manhours, vehicle use, and packing materials involved and will be deducted from sale proceeds. Storage charges, if applicable, will also be deducted from sale proceeds.

Any and all time consignee spends in verbal or written communication with consignor or consignor's representatives following this date, other than furnishing sale accounting, will be charged to consignor.

08. Items deemed by consignee to be nonsalable or not cost-effective to move for sale shall be \_\_\_ donated or discarded at consignee's discretion and consignor's expense, or \_\_\_ returned to consignor at consignor's expense, or \_\_\_ left at sale site, or \_\_\_ retrieved by consignor at/before \_\_\_\_\_.
09. Consignee bears no responsibility for loss, theft, breakage, damage, or soiling of consigned items. Consignor is advised to obtain or continue insurance coverage against these events until items are sold.
10. In signing below, consignor asserts that he/she has exclusive right to authorize sale of items.
11. Any and all costs incurred by consignee in adjudicating this agreement, including court filing costs and attorney charges, will be paid by consignor.
12. Special provisions/conditions:

Payment check is to be made out to (print):

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

\_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
Fax: \_\_\_\_\_

**Consignor**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Consignee**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_