ITEMS OF VALUE, INC.

appraisals . estate/moving sales . restoration 7419 Admiral Drive . Alexandria, VA 22307 phone: 703-231-2023 email: itemsofvalueinc@gmail.com

> Jerome C. Ford, Ph.D. President

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, consignee will deem that the 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 _____% of the selling price as commission for items sold, unless otherwise noted in paragraph 12 below. If consignee decides to advertise a particular item for sale on-line, a \$30 fee will be deducted from the eventual selling price.
- 05. Consignee will return to the consignor the selling price amount minus commission and minus ______% of advertising/promotion costs within one ______week or ______month of initial sale of the items along with an accounting of the items sold and the prices that the items sold for. Subsequent accountings and payments will be made within one month of sale.
- 06. Consignee will deduct 25% commission of any items removed/withdrawn by consignor from sale after date and time of ______, or _____ date and time of scheduled pickup of the items. Consignee shall unilaterally determine expected resale value.
- 07. <u>Consignee will pick up, or </u>consignor will deliver consignment items at the following location and date:

Charges for initial pickup or subsequent removal of items will be made according to manhours, vehicle use, and materials involved and will be deducted from sale proceeds. Storage charges, if applicable, will also be deducted from sale proceeds.

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 the items.
- 11. In the event of a dispute between the parties arising from or to enforce this Agreement, the consignee shall be allowed to recover from the consignor its court costs and reasonable attorney's fees plus related expenses, provided that the consignee substantially prevails.
- 12. Special provisions/conditions:

Payment check is to be made out to (print):	Consignor	
i dyment eneck is to be made out to (print).	Name:	
Mailing Address:	Signature:	
	Date:	
Phone:	Consignee	
Fax:	Signature:	
Email:	Date:	