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**SAMPLE**

## **ESCLA Consignment Service Contract**

**Submitted to: CLIENT**

**Submitted by:**

Tricia Beanum, Principle / Managing Director  
Estate Sale Company Los Angeles Inc.

**Submitted On:** Date TBD

## SERVICE AGREEMENT TERMS AND CONDITIONS:

This agreement confirms arrangements whereby you ("Seller") are consigning to Estate Sale Company Los Angeles ("ESCLA") property ("property") as indicated herein which ESCLA Inc, as your agent, will sell at a public estate sale or privately to a buyer ("Buyer") under the conditions that ESCLA, Inc. sets forth. ESCLA Inc. reserves the right to return the property to the seller at any time if we feel that we cannot sell it for any reason. All moving costs are the responsibility of the seller and will be billed accordingly.

1. **DATE(S) OF SALE(S):** The Property will be sold privately or in one or more appropriate sales. We, at our sole discretion, shall set (or postpone) the date(s) of sales(s) and shall determine the manner in which each sale is conducted. It is anticipated that the item will be sold within 90 days of the date hereof. ESCLA, Inc. will inventory everything that is sold and will generate itemized receipts that the client will have copies of.
2. **ASSESSMENT: Our initial assessment is free of charge:** Upon receiving photos of the collection, we will evaluate the items and advise if we can be of service to you.
3. **SALES LOGISTICS:** ESCLA, Inc. assumes full responsibility for selling of the listed items. We will appraise all items at market value and evaluated by our knowledgeable staff and provide comps if need be. Neither the head of household or any parties associated with the head of household will be involved in any aspect of pricing of evaluating the items. We keep record of every single item sold with the date and price it sold for.
4. **ADVERTISING:** ESCLA, Inc. will make arrangements for all publicity outreach including placing ads, designing flyers, and utilizing our exclusive proprietary database of antique dealers and private collectors to give your items maximum visibility.
5. **COMMISSIONS:** ESCLA, Inc. will collect ~~45%~~ of the gross sales revenue.
6. **SETTLEMENT:** The head of household will be paid each within 7 business days of each 15 day period during the contract. **For example:** If a contract starts on the 1<sup>st</sup> of the month, then the client will be paid no later than the 18<sup>th</sup> of the month. The second period will start on the 15<sup>th</sup>, and the client would be paid no later than the 2<sup>nd</sup> of the next month and so on.
7. **UNSOLD AND UNCLAIMED PROPERTY:** Unsuitable, unsold and withdrawn Property will be returned to you at your expense. We can arrange delivery at your expense. If the property is left after 60 days, we will dispose it as we see fit.
8. Packing and moving items to sale location will be the financial responsibility of the client; as is the cost for picking up any unsold items after the estate sale. The client is responsible for picking up items within 3 business days post-estate sale.
9. A complete photo inventory of consignment must be sent by the client to ESCLA prior to receiving the items. No damaged or as/is merchandise can be accepted. All photographed items sent are part of the consigned collection—should any items be taken out after the photo-inventory is sent ESCLA must be made aware of this, prior to the items being received by ESCLA
10. Client is responsible for picking up all unsold items within 5 days post-sale, otherwise the items will assume a storage fee of \$25.00 a day. Please note that payment will not be processed until items are picked up.

## ACCEPTANCE

By signing below, you are providing authorization for the Estate Sale Company Los Angeles to begin work on your behalf. Upon acceptance, please sign and return via email at [tricia@la-estate-sales.com](mailto:tricia@la-estate-sales.com) or fax to 323-576-5308.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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Sign Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
ESCLA, Inc.

\_\_\_\_\_  
Date