

**ESTATE LIQUIDATION SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Agreement is made this _____ day of _____, 200__ by and between _____ at _____ (hereinafter **EXECUTOR- the term Executor shall represent Administrator in the estate is a "Small Estate Proceeding" or "Intestate Estate"**) for premises of _____ located at _____, and **AntiqueMall, LLC. dba AntiqueMall Estate Liquidation Services (hereinafter AMES)** located at 3025 Orchard Park Road, Orchard Park, New York 14127. The terms applicable to this Agreement are as follows:

1.0 Term of Agreement.

This Agreement shall become effective _____ and shall remain in effect until all services contemplated by this Agreement have been completed.

2.0 Services Provided

- 2.1 AMES agrees to remove all saleable items (identified by separate schedule annexed hereto and made a part hereof as Schedule A) to be included in the estate from premises and store those items in a secure location within _____ days of execution of this Agreement.
- 2.2 AMES agrees to discard all non-saleable items (those items not identified in schedule 1 annexed hereto) and:
 - (a) Leave at the above residence for the beneficiaries of the estate, family members, or others as the Executor so directs: or
 - (b) Dispose of (taken to trash) within _____ days of execution of this Agreement.
- 2.3 AMES agrees to leave premises in broom clean condition within _____ days of execution of this Agreement.
- 2.4 AMES agrees to display estate items in a secure location for appraisal and sale.
- 2.5 AMES agrees to employ qualified independent appraisers to value items and mark them for sale.
- 2.6 AMES agrees to offer estate items for sale to AntiqueMall dealers at appraised values for a minimum of one week.
- 2.7 AMES agrees to liquidate the remaining estate items in a public auction within _____ days of execution of this Agreement.
- 2.8 AMES agrees to provide to EXECUTOR a complete accounting of items sold and remittance of monies collected within ten (10) days after the conclusion of the public auction.

3.0 Fees

- 3.1 AMES will receive a cleanout fee of \$_____ plus all costs incurred in the removal of trash toxins from the premises. See attached schedule for additional charges.
- 3.2 AMES will receive compensation equal to 25% of the gross sales collected from sale of estate items.
- 3.3 AMES shall be responsible for all costs incurred during liquidation of the estate.

4.0 Liability

- 4.1 AMES shall provide general property and liability insurance on its premises.
- 4.2 TENANT shall be liable for losses arising from theft or events outside of the control of AMES.

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5.0 Miscellaneous

- 5.1 If any provision of this Agreement should later be deemed to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
- 5.2 EXECUTOR agrees that he/she has the authority by order of the court to act on behalf of the decedent and that the decedent/estate has/had GOOD TITLE to all the above described property, has the RIGHT TO SELL estate items and all estate items are FREE OF LIENS and ENCUMBERANCES.
- 5.3 All local, state, and federal laws, excepting only its conflict of laws provisions, shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Any dispute(s) arising out of this Agreement shall be the exclusive jurisdiction of the State of New York.
- 5.4 The agreement shall not be changed, amended altered, or modified except by an instrument in writing signed by the party or parties sought to be charged with such change, amendment alteration, or modification.

EXECUTED this _____ (day) of _____ (month), _____ (year).

Fed Tax ID or SS# _____

AntiqueMall Estate Services

By _____

By _____

Name _____

Name _____

Phone _____

Title _____

