



Fox Den Antiques

365 B West Shirley Ave.

Warrenton, VA 20119

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Est. in 1984 as Heritage Antiques



Agreement to conduct an estate sale:

The following terms and conditions are offered to perspective owners that wish to retain the services of Fox Den Antiques, Inc. to organize, advertise and conduct an estate sale on their premises.

Fox Den Antiques agrees to:

1. Do an onsite visit and evaluation of the items to be offered, location of the sale and the logistics for a successful sale to be conducted
2. Provide a reasonable estimate of the gross proceeds that would be expected from the sale
3. Provide expert evaluations of the items to be sold and to establish prices for all items.
4. Mark all items prior to sale and to review the prices with the owners (owners can request a higher price to be put on the item and Fox Den can decline to buy the item at the higher price if the item does not sell)
5. Advertise the estate sale
6. Provide personnel on the day of the sale to manage all aspects of the sale
7. Collect and pay all sales taxes owed from the sale
8. Provide an accounting of all sales and items that did not sell
9. Charge a fee of 20% commission to the owner on the gross sale of items
10. Charge a fee to the owner of 3.5% for all credit card transactions
11. Charge a fee of no more than 5% of the total gross sale for advertising costs
12. Agree to purchase at the owners discretion any unsold items for 50% of the final requested sale price of the item
13. Reduce the cost of all items based on 25% after the first full day of sales and 50% on the finale sales day
14. Conduct a preview and presale on Thursday from 5pm to 8pm and to charge a reasonable admission fee that is payable to Fox Den Antiques
15. Start the sale to the public at 8am to 8pm on Friday
16. Hold the second day of the sale from 8am to 8pm on Saturday (25% discount on all items)
17. The last day of the sale will be from 12pm to 5pm on Sunday (50% discount on all items)
18. Remove all remaining items by Monday midnight
19. Provide an accounting of all sales and to pay all net proceeds within two weeks of the end of the sale

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The owner(s) agree that:

1. They are the legal owner(s) of all the items that are being offered for sale and have the right to sell them
2. They have agreed to selling all items on the premises and have removed or clearly marked all items that are not to be sold
3. They agree that they have the option to review the prices placed on items prior to the sale and request a higher sale price on an item
4. They agree that Fox Den Antiques is not liable for any injuries on the site and hold harmless Fox Den Antiques for any liability associated with the public visiting the site
5. They agree to pay Fox Den Antiques 20% commission of the gross sales
6. They agree to pay up to 5% advertising fee based on the gross sales
7. They agree to pay a 3.5% credit card fee on all credit card transactions
8. They agree to sell at their discretion any unsold items for 50% of the final requested sale price of the item to Fox Den Antiques
9. They agree to give access to the property at least two weeks prior to the sale date
10. They agree to give access to the property to Monday Midnight after the sale
11. They agree that Fox Den Antiques is not responsible to any accidental damage to the property
12. They agree that Fox Den is not responsible for cleaning the premises after the sale

Address of property: _____

Name of owners of property: _____

Proposed dates of sale: Friday _____ Saturday _____ Sunday _____

Proposed date of preview: Thursday _____

Proposed date for all items removed: Monday midnight _____

I (we) the undersigned agree to the above terms and conditions on this the _____ day of the _____ month in the _____ year.

Print legal name

Print legal name

Signature

Signature

Agreed to this _____ day of the _____ month in the _____ year.

For Fox Den antiques:

Print name

Signature

Owner