JACKSON'S ESTATE SALES & SERVICES, LLC
803-334-5975 | travis@jacksonestateservices.com

Estate Sale Agreement

South Carolina fixed-price personal-property sales. Sign this agreement and the separate Minimum Item Price Sheet before work begins.

Customer name: _____

Owner or estate name (if different): _____ Agreement date: _____

Sale address: _____

Customer mailing address: _____

Customer phone / email: _____

Agreed commission: _____% Sale dates/hours: _____

Preparation starts: _____ Person/estate receiving payment: _____

Presales before public opening: [ ] Allowed [ ] Not allowed

1. Services and commission

Jackson's Estate Sales & Services, LLC (Company) will prepare and conduct the agreed estate sale. The ONE agreed fixed commission above pays for the walkthrough, ordinary preparation, research, pricing, staging, ordinary advertising, scheduled staffing, checkout, payment collection, accounting and Customer settlement. Taking down our signs, removing our displays/equipment and ordinary sale-generated trash are included, even when done after the sale.

Commission = agreed percentage x completed merchandise receipts. Receipts include approved presales and payment methods, before card fees, but exclude separately collected sales tax, refunds and canceled sales. The rate does not change automatically with actual sales. There is no minimum service fee, guaranteed commission, minimum-fee shortfall or upfront estate-sale service fee. Company pays ordinary card-processing fees from its commission.

2. Separate work costs extra only with approval

The commission does not include unsold-item removal, hauling, donation delivery, disposal, dumpsters, broom-swept cleanout, deep cleaning, repairs or yard work. Optional specialist appraisals, extraordinary security and other nonstandard work also need a separate written scope and price/cap approved before commitment. Included work cannot be charged again. Blank fields do not authorize extra expenses.

3. Authority to sell

Customer must have authority over the goods and permission for Company, workers and shoppers to enter. Customer discloses liens, ownership disputes and sale restrictions, and provides requested ownership, estate, trust or agency records before marketing or preparation. Company may pause or decline unapproved or disputed goods. For probate property, obtain any required court order first: S.C. Code section 62-3-711(b) may restrict sales of personal property worth $10,000 or more in aggregate, subject to will authority and statutory exceptions. This agreement does not authorize auctions, real-estate brokerage, titled-vehicle transfers or regulated goods; those need separate lawful arrangements.

Sale rules and payment

4. Access, family keeps and privacy

Customer provides agreed access, utilities, sale areas and permission for lawful signs. Coordinate parking and other vendors. List family keeps, excluded goods and closed rooms on the Minimum Item Price Sheet BEFORE signing. Secure medicines, private records, money, photographs and device data. Weapons, ammunition, hazardous, disputed and other restricted goods stay excluded unless separate lawful handling is approved. Company may advertise approved items/rooms, honoring photo restrictions and avoiding private records and excluded areas.

5. Prices, discounts and purchases

Once both parties sign, Company has final authority to set asking prices, negotiate and apply discounts for all included sale items, except items with a minimum price written on the Minimum Item Price Sheet and signed by both parties. Each written item minimum is the lowest merchandise price before tax and commission unless otherwise stated. It applies on all sale days, discounts, bundles and presales. Selling below it needs Customer's documented approval identifying the item and new floor; silence is not approval. Company may choose discounts for items without a signed minimum. Presales require the selection above.

Company, owner, staff and related-business purchases need express signed permission and conflict disclosure; no secret diversion is allowed. After both parties sign, Customer, family and anyone acting for Customer may NOT remove, sell, give away, substitute or withhold included items without Company's prior written agreement. Listed NOT FOR SALE items are excluded. This does not prevent Company's approved sales or override legal cancellation rights. Scope/fee changes need written agreement; no automatic penalty or rate increase applies. Research is for liquidation, not a formal tax/probate/insurance appraisal. No sale total or complete sell-through is guaranteed.

6. Tax, refunds and separately approved charges

Company collects, records and remits applicable sales tax as required for its sales; tax is separate from merchandise proceeds and commission. Verify site licensing/rates before each sale. Document refunds and chargebacks and allocate valid losses by responsibility: Company bears its errors; Customer may bear concealed title/condition problems supplied by Customer, excluding Company-caused loss. Buyer legal rights remain. Deduct separate charges from proceeds only with express Customer permission; otherwise invoice separately. Only properly authorized lawful charges may create a balance due, payable within 14 calendar days of the itemized invoice unless the separate order states otherwise.

7. Settlement and records

Within 10 business days after the final public sale day, provide an itemized settlement and pay undisputed cleared funds to the named recipient. Show receipts, refunds, tax, commission, approved charges/adjustments, holdbacks and payments. Track listed high-value goods individually; low-value goods may be grouped. Account separately for Customer proceeds, taxes and Company income; do not spend Customer proceeds or taxes on Company expenses. Independently verify changed payment instructions. Explain any specific clearing/dispute holdback in writing, keep it proportionate, review it every 30 days and release cleared amounts within five business days of resolution. Keep records at least three years and longer when law or a documented claim requires.

Unsold goods, safety and signatures

8. Unsold belongings remain Customer property

Without a separate post-sale written authorization, Company leaves unsold goods in place and may not keep, remove, donate, discard or resell them. Vacancy or failure to collect does not transfer ownership. After the sale, identify goods/photos, actions, destinations, dates and the separate approved price/cap. Unchecked options grant no authority. Additional work or charges need advance written approval. A sale/gift to Company, its owner, staff or South Shark Flipper requires a separate transaction disclosing the relationship, items, consideration and required estate/co-owner/court approvals. A cleanout order alone transfers no title.

9. Safety, responsibility and insurance

Customer discloses unsafe structures, access/electrical conditions, infestation and hazardous substances. Company uses reasonable care and may stop unsafe work. Each party remains responsible for its own negligence, misconduct or breach under law. Theft prevention and damage-free performance are not guaranteed. Do not assume general liability/homeowner insurance covers entrusted goods, public sales, transport or cleanouts. Customer should notify the property insurer before public access; actual policy terms and current evidence control.

10. Cancellation and schedule changes

Either party may cancel by dated written notice. Statutory cancellation rights control; Company must supply prescribed notices/copies and honor required timing/refunds where applicable. This agreement is not a substitute, and a general request to start does not waive those rights. After any statutory period, Customer cancellation may incur only actual documented preparation labor at BOTH a cancellation labor rate and total cap separately agreed in writing before work, plus specifically preapproved documented nonrefundable costs, as law permits. Without both an agreed rate and cap, no cancellation labor charge applies. No punitive inventory-based fee applies. These are cancellation terms, not routine preparation charges. If Company cancels without Customer breach, no charge for unperformed work. Return unearned payments as law requires. Illness, severe weather, unsafe conditions or government restrictions may require mutually agreed rescheduling.

11. Agreement and notices

Changes require mutual written approval. Send notices to the completed addresses/emails here or later addresses acknowledged in writing, subject to mandatory notice methods. First try to resolve concerns in good faith. South Carolina law governs except mandatory law; use a court with proper jurisdiction/venue. This agreement, the signed Minimum Item Price Sheet and identified signed attachments are the complete agreement. A later cleanout order changes only its stated work. If a term cannot be enforced, the rest applies as law permits. No arbitration, general negligence release or waiver of nonwaivable rights is imposed. A person authorized to sign only for the named owner or estate does not personally guarantee payment just by signing for that owner or estate.

Company notice mailing address: _____

Customer printed name: _____

Customer signature: _____ Date: _____

Jackson's representative name: _____

Jackson's representative signature: _____ Date: _____

Complete essential blanks and give Customer a signed copy of this agreement and its attached sheets. Counsel must approve applicable cancellation forms and the signing procedure before use.

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Minimum Item Price Sheet

Sign with the Estate Sale Agreement. Complete even if there are no minimum-price items.

Customer name: _____ Date: _____

Sale address: _____

Company controls pricing and discounts for all included items EXCEPT those listed below with a minimum price signed by both parties. A minimum is the lowest merchandise selling price, before sales tax and commission. It applies on every sale day, in presales and in bundles. Company cannot go below it without the Customer's written approval of the item and new price. No response is not approval.

[ ] No item minimums requested. [ ] Minimums are listed below / on attached signed pages.

Item / photo number and clear description	Lowest selling price
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Items NOT FOR SALE and rooms NOT open to shoppers

_____

_____

List these exclusions BEFORE signing. After the agreement is signed, included sale items may not be removed, sold or given away by Customer/family without Company's prior written agreement. Attach signed item/photos lists if more space is needed.

Attached item/photo pages: _____

Customer printed name: _____

Customer signature: _____ Date: _____

Jackson's representative name: _____

Jackson's representative signature: _____ Date: _____

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After-Sale Services & Leftover Items

Complete AFTER the sale. Only selected work and specifically listed belongings are approved.

Customer name: _____ Date: _____

Sale address: _____ Work date(s): _____

The estate-sale percentage does not include cleanout, hauling or removal of leftover belongings. Taking down Company signs, removing Company equipment and ordinary sale trash, accounting and settlement remain included at no extra charge.

1. Choose services and agree the price

[ ] No extra services [ ] Hauling/removal [ ] Donation delivery [ ] Lawful disposal
[ ] Broom-sweep cleared floors [ ] Deep cleaning - tasks below [ ] Other - describe below

Work/rooms/tasks included: _____

_____

Agreed TOTAL price, including labor/trips/disposal and any tax: $_____

Payment: [ ] Separate invoice due _____ [ ] Deduct from sale proceeds up to $_____

No added work or extra charge without written approval first. Do not bill again for work already included in the estate-sale percentage.

2. Tell us what to do with the leftovers

[ ] Leave ALL leftovers in place. [ ] Handle ONLY the items/groups listed below.

Item/photo number or clearly described group	Keep / donate / dispose / deliver	Destination
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach a signed photo/item list if needed. Anything not listed stays with Customer. No automatic permission to keep or resell goods. A transfer to Company, its owner/staff or another business needs a separate written transaction and required approvals. If a charity refuses items, obtain new written instructions before another action.

Customer confirms authority for the listed actions. Company uses reasonable care; each party remains responsible for its own negligence or misconduct under law. Restricted/unsafe materials are excluded unless separately lawfully arranged. Required cancellation rights/notices still apply. No extra work starts without completed price/scope and signatures.

Customer printed name: _____ Jackson's representative name: _____

Customer signature: _____ Jackson's representative signature: _____

Date: _____ Date: _____