



HOME CONTENTS (TAG) SALE AGREEMENT

THIS AGREEMENT is made between Orange Bay Company and the "Client" as described herein to be:

| | | |
|-------------|------------|-----------|
| First Name: | Last Name: | |
| Address: | | |
| Home Tel: | Work Tel: | Cell Tel: |

The Client hereby requests and contracts Orange Bay Company to organize and execute a home contents (tag) sale at the following location:

| | |
|----------|-----------------------|
| Address: | |
| Dates: | Between the Hours of: |

Brief description of items to be sold (fill below or attach separate doc):

Items to be excluded specifically from the sale:



GENERAL TERMS OF HOME CONTENTS (TAG) SALE

GENERAL CONDITIONS: Orange Bay Company hereby quotes and agrees to organize, advertise and execute the home contents (tag) sale at a commission rate of 25% of the gross receipts. The Client is legally available to enter such agreement and contract for such home contents (tag) sale services having ownership or legal authority over the items that are to be sold at the sale. The Client shall produce and make available all such goods that are to be included in the home contents (tag) sale. The Client shall clearly identify all items that are to be specifically excluded from the sale. With the exception of any items that are to be specifically excluded from the sale (noted above), the Client will not remove items from the premises prior to the sale. If, in the opinion of Orange Bay Company, certain items for sale must be cleaned or repaired prior to being set for sale, any expenses (including man hours) incurred by Orange Bay Company necessary for Orange Bay Company to complete such cleaning/repair services shall be reimbursable. Orange Bay Company is authorized to determine that items in damaged or deteriorated condition are unsuitable for sale.

MERCHANDISE PRICING AND SALES: The Client reserves the right to direct and demand the price set for any and all property of the Client that Orange Bay Company is being contracted to sell. In the absence of specific direction regarding the price set by the Client for select property, the prices of items for sale shall be determined by Orange Bay Company based on their experience and estimation of fair market value for each item. Orange Bay Company will mark prices on all items for sale on tags that Orange Bay Company will provide. Orange Bay Company may combine items for sale in order to provide an appropriate offering to buyers. Orange Bay Company will provide the Client with documentation of all items tagged for inclusion in the sale (with prices). Orange Bay Company will organize, arrange and display all items to be sold. Orange Bay Company will use available tables, shelves, and similar areas for display purposes and will provide additional tables, shelves or display cases as necessary to display items for sale. Orange Bay Company will conduct the sale in a professional and efficient manner. Orange Bay Company will employ as many sales persons as it deems appropriate for the duration of the sale from a pool of honest, experienced and reliable individuals. Merchandise will be sold at full price on day one, with prices reducing to 50% on any additional sale days. However, Orange Bay Company is empowered to solicit, receive and execute any and all sales transactions that, in the opinion of Orange Bay Company, are reasonable offers and facilitate the expeditious liquidation of the assets. Orange Bay Company will accept cash or credit/debit cards from buyers in settlement of sales transactions. Cheques will not be accepted.

PROMOTIONS: Orange Bay Company will arrange for appropriate advertising of the home contents (tag) sale at its expense, including, but not limited to facebook, e-mails, etc.

PAYMENT TO CLIENT: Following the home contents (tag) sale, Orange Bay Company will provide the Client with all documentation of items sold and their selling prices. The balance of the gross proceeds, less any applicable expenses, will be remitted to the Client within five (5) business days of the conclusion of the home contents (tag) sale.

UNSOLD MERCHANDISE: At the Client's request, items that are not sold during the home contents (tag) sale may be transported to Orange Bay Company's showroom where they will be displayed for sale. At that point, this agreement will cease to apply to those items and a separate consignment contract will be drawn up governing the terms of their sale. Orange Bay Company may charge the Client for transportation of items to its showroom at its discretion.

LOST, STOLEN OR DAMAGED: Orange Bay Company shall conduct the home contents (tag) sale with due regard and due care for the safety and security of the assets and all property and persons thereon, but shall be held harmless for damages or theft thereof or thereon that may occur before, during or after the specified duration of the home contents (tag) sale. The Client will have in place appropriate property and casualty insurance for the duration of the sale at the specified address. Orange Bay Company shall not be held responsible for any accidents or injuries of any person(s) present before, during or after the home contents (tag) sale at the specified property.

DISPUTES: In the unlikely event of any dispute resulting in litigation, the prevailing party in such litigation shall recover from the other party the prevailing party's attorney's fee and costs, including any appeals.

TERMINATION OF THIS AGREEMENT: This agreement may be terminated by either party for any reason at any time prior to the commencement of the home contents (tag) sale. If Orange Bay Company terminates the agreement, it will not be entitled to any compensation, unless otherwise agreed. If the Client terminates the agreement, he/she agrees to reimburse Orange Bay Company for all services provided prior to the notification of termination of the agreement at the hourly rate of \$30 per hour, and for any direct expenses incurred in relation to the sale, all of which will be documented by Orange Bay Company.

By executing this Agreement, the parties are stating their intention to communicate and cooperate to facilitate the successful sale of the identified goods.

Client Signature _____ Date _____

Orange Bay Company Signature _____ Date _____