RARE FIND ESTATE SALES, LLC

Estate Transition & Liquidation Management Agreement

Professional Guidance Through Every Stage of Your Estate Transition

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INTRODUCTION

Every estate transition is unique.

Whether you are settling the estate of a loved one, downsizing, relocating, preparing a property for sale, managing an inherited estate, or entering a new chapter of life, every situation presents its own goals, challenges, and important decisions.

Rare Find Estate Sales, LLC provides comprehensive **Estate Transition & Liquidation Management Services** designed to simplify what can often be an overwhelming process through thoughtful planning, professional guidance, strategic project management, and customized solutions. Our objective is to protect your interests while helping you make informed decisions throughout every stage of your estate transition.

This Agreement establishes the General Terms and Conditions governing all services provided by Rare Find Estate Sales, LLC.

Because every Estate Transition Project is unique, no single liquidation strategy is appropriate for every client. After evaluating the property, inventory, accessibility, timeline, project objectives, and other relevant factors, Rare Find will recommend the service strategy and Project Classification believed to best meet your needs. These recommendations will always be discussed with you before work begins.

The specific details of your individual project—including the selected service classification, scope of services, compensation structure, timeline, authorized services, and any project-specific provisions—will be identified in your accompanying **Estate Transition Project Plan**, which is incorporated into and governed by this Master Agreement.

Together, this **Estate Transition & Liquidation Management Agreement,** the **Estate Transition Project Plan Agreement**, and the **Rare Find Estate Sales Selling Solutions Guide** are intended to help Clients understand both the legal terms governing the Estate Transition Project and the professional recommendations made by Rare Find regarding Project Classifications, Liquidation Strategies, available services, and commission structures. While the Estate Transition Project Agreement establishes the specific terms approved for the Client's project, the Selling Solutions Guide is provided as an informational resource to assist Clients in understanding the various services and selling strategies available through Rare Find Estate Sales.

PART I — AGREEMENT OVERVIEW

Section 1 — Our Mission

Rare Find Estate Sales specializes in comprehensive **Estate Transition & Liquidation Management Services**, providing customized solutions that extend well beyond the traditional estate sale experience. Every Client has different priorities, timelines, and objectives, which is why every Estate Transition Project begins with careful planning and a personalized strategy designed specifically for that property and family.

Our role is not simply to conduct an estate sale. We serve as your Estate Transition Project Manager—coordinating the many moving parts that often accompany major life transitions. Whether overseeing a traditional estate sale, managing an online liquidation, coordinating donations, arranging moving services, identifying valuable architectural features, facilitating the sale of vehicles or specialty assets, or connecting Clients with trusted third-party professionals, our goal remains the same: to simplify the process while protecting your interests.

No two estates are alike.

Every property, collection, family, and transition deserves an individualized approach founded upon integrity, transparency, professionalism, respect, and thoughtful communication.

Our commitment is measured not only by the services we provide, but also by the trust our Clients place in us. We strive to maximize value whenever practical, preserve opportunities that might otherwise be overlooked, and provide an organized, professional experience that allows families to move confidently into their next chapter.

Our purpose is simple:

To guide Clients through life's transitions with professionalism, integrity, and genuine care.

Section 2 — Understanding This Agreement

The Estate Transition Project Agreement is the document executed by the Parties and incorporates this Master Agreement by reference.

This Master Agreement establishes the general terms and conditions under which Rare Find Estate Sales, LLC provides professional Estate Transition & Liquidation Management Services.

This document is intended to serve as the legal foundation for every Estate Transition Project performed by Rare Find. Rather than creating a separate legal contract for every project, this Master Agreement establishes the rights, responsibilities, and expectations that apply to all engagements unless otherwise modified in writing.

Each individual project will be accompanied by a customized **Estate Transition Project Agreement**, which identifies the specific services authorized for that project, including the selected Project Classification, compensation structure, timeline, authorized services, project-specific instructions, and any additional terms applicable to that engagement.

Together, these two documents constitute the complete Agreement between the Client and Rare Find Estate Sales, LLC.

The Selling Solutions Guide is an informational resource designed to explain Rare Find's various Project Classifications, Liquidation Strategies, commission structures, and available service options. It is intended to assist Clients in understanding the professional recommendations made for their Estate Transition Project but does not modify the legal rights or obligations established by this Agreement or the Estate Transition Project Agreement unless expressly incorporated therein.Throughout this Agreement, certain words and phrases are capitalized because they carry specific meanings defined within this document. These defined terms are intended to promote consistency, improve clarity, and reduce misunderstandings.

If any provision of this Agreement is unclear, we encourage every Client to ask questions before signing. We believe that informed clients make confident decisions, and we are committed to maintaining open communication throughout every Estate Transition Project.

Section 3 — Definitions

Unless the context clearly requires otherwise, the following capitalized terms shall have the meanings set forth below whenever used throughout this Agreement. Defined terms may be used in either the singular or plural as the context requires. These definitions are intended to promote consistency, clarity, and a common understanding between the Client and Rare Find Estate Sales, LLC.

3.1 Agreement

Agreement means this **Estate Transition & Liquidation Management Master Agreement**, together with the applicable **Estate Transition Project Plan** Agreement, any written amendments, Change Orders, exhibits, and any informational guides or schedules expressly incorporated by reference, including the Rare Find Estate Sales **Selling Solutions Guide** where applicable.

3.2 Additional Services

Additional Services means services requested by the Client or determined to be necessary after execution of the Estate Transition Project Agreement that fall outside the original authorized scope of work and may require additional compensation or a Change Order.

3.3 Change Order

Change Order means a written amendment executed by the Parties modifying the scope of services, compensation, project timeline, staffing requirements, authorized expenses, or other material terms of an Estate Transition Project.

3.4 Client

Client means the individual, executor, administrator, trustee, attorney-in-fact, estate representative, business entity, or other legally authorized person entering into this Agreement.

The Client represents that they possess the legal authority necessary to authorize the services described herein.

3.5 Estate Property

Estate Property means all personal property, collectibles, furnishings, vehicles, architectural features, fixtures specifically authorized for sale, or other assets the Client authorizes Rare Find to organize, evaluate, photograph, market, coordinate, sell, donate, relocate, or otherwise manage as part of the Estate Transition Project.

Real property, land, and permanent improvements are excluded unless specifically identified within the Estate Transition Project Agreement.

3.6 Estate Transition Project

Estate Transition Project means the complete scope of services authorized by the Client under this Master Agreement and the accompanying Estate Transition Project Agreement.

3.7 Estate Transition Project Plan Agreement & Selling Solutions Guide

Estate Transition Project Plan Agreement means the project-specific agreement executed by the Parties identifying the authorized services, Project Classification, compensation structure, project timeline, approved expenses, special instructions, and any other terms applicable to a particular Estate Transition Project.

Selling Solutions Guide means the informational booklet published by Rare Find Estate Sales describing available Project Classifications, Liquidation Strategies, commission structures, and service options. The Selling Solutions Guide is provided for educational purposes and does not modify the terms of this Agreement or the Estate Transition Project Plan Agreement unless expressly stated in writing.

3.8 Good Faith Deposit

Good Faith Deposit means the non-refundable scheduling and project initiation deposit described in the Estate Transition Project Agreement that reserves project dates and compensates Rare Find for preliminary planning and administrative work.

3.9 Liquidation Strategy

Liquidation Strategy means the customized approach recommended by Rare Find for achieving the Client's project objectives through one or more approved methods of sale, donation, transfer, coordination, or other authorized services.

3.10 Parties

Parties means collectively, the Client and Rare Find Estate Sales, LLC.

3.11 Premises

Premises means the residence, buildings, land, storage areas, garages, workshops, outbuildings, or other property locations where the Estate Transition Project is performed.

3.12 Project Classification

Project Classification means the service category assigned to the Estate Transition Project based upon Rare Find's professional evaluation of the property, project objectives, logistics, and operational requirements.

3.13 Rare Find

Rare Find means Rare Find Estate Sales, LLC, including its owners, employees, contractors, authorized representatives, and approved subcontractors acting within the scope of this Agreement.

3.14 Third-Party Specialist

Third-Party Specialist means an independent contractor, licensed professional, consultant, vendor, service provider, or other outside specialist recommended or coordinated by Rare Find to assist with an Estate Transition Project.

PART II — ESTATE TRANSITION SERVICES

Section 4 — Project Classification

Every Estate Transition Project is unique. Before work begins, Rare Find will evaluate the property, inventory, accessibility, timeline, Client objectives, project complexity, and other relevant factors to determine the Project Classification most appropriate for the services being requested.

Project Classifications are intended to ensure that each Estate Transition Project receives the level of planning, staffing, marketing, coordination, and operational support appropriate for its specific circumstances.

The applicable Project Classification and customized scope of services shall be identified within the accompanying **Estate Transition Project Agreement**, which forms part of this Master Agreement. The Estate Transition Project Agreement identifies the authorized services, compensation structure, project timeline, approved expenses, and any project-specific terms applicable to that Estate Transition Project.

Current Project Classifications include:

Traditional Estate Sale

A professionally managed on-site estate sale designed to maximize value through staging, pricing, merchandising, marketing, and public sales conducted at the property.

Extended Distance Estate Sale

Projects requiring significant travel, overnight accommodations, or additional logistical coordination due to the property's location.

Signage-Restricted Estate Sale

Projects located within neighborhoods, municipalities, HOAs, or other locations where directional signage or traditional advertising methods are restricted, requiring enhanced digital marketing strategies.

Online Estate Liquidation

Projects utilizing online marketplaces, timed auctions, digital catalogs, hybrid sales, or other internet-based liquidation methods instead of—or in combination with—a traditional on-site estate sale.

Rare Find may recommend modifying the Project Classification if circumstances materially change before or during the Estate Transition Project, including changes involving inventory, accessibility, scheduling, Client objectives, legal requirements, property conditions, or other operational factors.

Any material modification affecting the compensation structure, scope of services, or project pricing shall require the Client's written approval before implementation.

Section 5 — Estate Transition Services

Rare Find Estate Sales, LLC provides comprehensive **Estate Transition & Liquidation Management Services** designed to assist Clients throughout every stage of an Estate Transition Project—from initial planning through final completion.

Because every Estate Transition Project is different, services are customized to meet the specific needs of each Client and may vary depending upon the selected Project Classification, property characteristics, inventory, timeline, accessibility, and overall project objectives.

Unless otherwise identified within the accompanying Estate Transition Project Agreement, services may include, but are not limited to:

Estate Consultation & Planning

- Initial consultation and project evaluation
- Development of a customized Estate Transition strategy
- Project planning and scheduling
- Estate Transition Project management
- Coordination of project timelines

Inventory Preparation

- Organization of Estate Property
- Sorting and categorization
- General merchandising and staging
- Item grouping and display preparation
- Identification of specialty collections

Pricing & Research

- Market research
- Pricing recommendations
- Identification of valuable or specialty items
- Coordination with qualified appraisers when appropriate

Marketing & Advertising

- Professional photography
- Digital advertising
- Email marketing
- Social media marketing

- Estate sale listing platforms
- Collector outreach
- Specialty buyer networks
- Other promotional activities deemed appropriate by Rare Find

Sales Operations

- On-site sales management
- Customer service
- Checkout operations
- Payment processing
- Buyer coordination
- Pickup scheduling

Estate Transition Coordination

- Donation coordination
- Moving coordination
- Packing and unpacking coordination
- Organization services
- Junk removal coordination
- Clean-out coordination
- Contractor referrals
- Real estate preparation coordination
- Coordination with qualified Third-Party Specialists

Discovery of Additional Assets

During the course of an Estate Transition Project, Rare Find may identify items, collections, architectural features, fixtures, vehicles, outdoor property, or other assets not originally intended for inclusion in the Estate Transition Project that may possess meaningful market value.

Rare Find may bring such opportunities to the Client's attention for consideration. Unless otherwise authorized in writing by the Client, the decision whether to include any additional assets within the Estate Transition Project shall remain solely with the Client.

Rare Find has no obligation to discover every asset of potential value but agrees to exercise commercially reasonable judgment in identifying opportunities observed during the normal course of providing the authorized services.

The specific services authorized for each Estate Transition Project shall be identified in the accompanying Estate Transition Project Agreement. Services not expressly authorized are excluded unless subsequently approved in writing by the Parties through a Change Order or other written amendment.

Rare Find shall retain sole discretion regarding the operational methods used to perform the authorized services, including project planning, staffing, scheduling, merchandising, staging, photography, marketing methods, sale sequencing, and other day-to-day management decisions, provided such decisions remain consistent with the objectives of the Estate Transition Project.

Section 6 — Client Responsibilities

The success of an Estate Transition Project depends upon cooperation between the Client and Rare Find. The Client agrees to provide the information, access, approvals, and cooperation reasonably necessary for Rare Find to perform the authorized services.

Unless otherwise agreed in writing, the Client agrees to:

Property Access

Provide reasonable access to the property during agreed working hours, including access to utilities, parking areas, storage areas, garages, outbuildings, and any other locations necessary to perform authorized services.

Authority

Confirm that they possess the legal authority to authorize the sale, donation, transfer, relocation, or other lawful disposition of Estate Property.

Removal of Personal Property

Identify and remove all personal, sentimental, confidential, or family items not intended for inclusion in the Estate Transition Project before pricing and merchandising begin.

Unless clearly identified otherwise, items remaining within designated project areas may reasonably be presumed available for inclusion in the Estate Transition Project.

Identification of Attached Property

Prior to staging and pricing, the Client shall identify any permanently attached items they wish to include within the Estate Transition Project.

Examples include:

- Chandeliers
- Ceiling fans
- Decorative lighting
- Antique doors
- Barn doors
- Cabinet hardware
- Door hardware
- Stained glass
- Decorative gates
- Mailboxes
- Lamp posts
- Garden statuary
- Architectural salvage
- Other attached fixtures

Items permanently attached to the real property shall not be presumed included unless specifically authorized by the Client.

The Client understands that removal of attached fixtures may require licensed contractors or qualified professionals. Unless otherwise agreed in writing, Rare Find is not responsible for removing permanently attached items from the property.

Disclosure

Disclose any known conditions that may affect the Estate Transition Project, including but not limited to:

- Probate restrictions
- HOA restrictions
- Utility interruptions
- Water damage
- Mold
- Pest infestations
- Structural concerns
- Hazardous materials
- Access limitations
- Pending real estate transactions
- Security restrictions

Timely Decisions

Provide timely decisions regarding:

- Specialty pricing approvals

- Vehicle sales
- Architectural features
- Specialty referrals
- Donation instructions
- Project modifications
- Other matters requiring Client authorization

Communication

Maintain reasonable communication throughout the Estate Transition Project and promptly notify Rare Find of any changes affecting the project.

Failure to provide necessary access, approvals, documentation, or cooperation may result in scheduling delays, additional charges, modification of services, or termination of this Agreement in accordance with the provisions contained herein.

Section 7 — Rare Find Responsibilities

Rare Find shall perform the authorized services identified in the applicable Estate Transition Project Agreement in a professional, organized, ethical, and commercially reasonable manner consistent with industry standards. In performing such services, Rare Find shall exercise the operational authority described in Section 5 while working toward the objectives established for the Estate Transition Project.

Project Planning & Management

Rare Find will:

- Develop and coordinate the overall Estate Transition strategy.
- Establish project timelines and operational priorities.
- Schedule staff and project activities.
- Coordinate the day-to-day management of the Estate Transition Project.
- Communicate project progress with the Client as appropriate.

Merchandising & Presentation

Rare Find will organize, merchandise, and stage Estate Property in a manner intended to maximize buyer interest while creating a clean, attractive, and organized shopping experience.

The Client acknowledges that merchandise may be relocated, grouped, displayed, or reorganized throughout the property in order to improve presentation and increase overall sales potential.

Methods of merchandising shall be determined solely by Rare Find based upon professional judgment and operational efficiency.

Pricing & Valuation

Pricing shall be determined by Rare Find using commercially reasonable judgment based upon relevant market conditions, comparable sales, condition, rarity, demand, liquidation strategy, and other factors deemed appropriate for the Estate Transition Project.

Pricing recommendations remain within Rare Find's professional discretion unless otherwise agreed in writing.

For specialty collections, antiques, fine art, jewelry, firearms (where legally permissible), vehicles, or other significant assets, Rare Find may recommend consultation with qualified third-party specialists or appraisers.

Marketing & Promotion

Rare Find will determine the advertising and promotional strategy most appropriate for the Estate Transition Project.

Marketing efforts may include, but are not limited to:

- Professional photography
- Estate sale listing platforms
- Email marketing
- Social media
- Collector outreach
- Specialty buyer networks
- Paid advertising
- Print advertising
- Directional signage where permitted
- Other promotional methods deemed appropriate

The Client understands that Rare Find cannot guarantee attendance, buyer traffic, or specific sales results.

Project Coordination

When appropriate, Rare Find may coordinate services provided by qualified third-party professionals, including:

- Movers
- Appraisers
- Auction companies
- Donation organizations

- Junk removal companies
- Cleaning companies
- Contractors
- Real estate professionals
- Specialty consultants

Unless specifically agreed otherwise, Rare Find serves solely as the project coordinator and is not responsible for the independent work performed by third-party providers.

Professional Judgment

The Client acknowledges that many operational decisions must be made quickly throughout an Estate Transition Project.

Except where this Agreement specifically requires Client approval, Rare Find may exercise reasonable professional discretion regarding:

- Merchandising
- Inventory placement
- Pricing adjustments
- Customer flow
- Staffing
- Operational logistics
- Advertising methods
- Checkout procedures
- Buyer interactions
- Discount implementation consistent with the approved pricing schedule

Such decisions are made in good faith to improve project efficiency while supporting the Client's overall objectives.

Section 8 — Property Access, Site Conditions, Internet & Security

The Client agrees to provide Rare Find with safe and reasonable access to the Premises throughout the Estate Transition Project.

Access shall include all areas reasonably necessary to perform authorized services, including garages, workshops, storage buildings, sheds, attics, basements, outdoor structures, and any other designated project areas.

Safe Working Environment

The Client agrees to disclose any known conditions that may affect the safety of employees, contractors, customers, or the Estate Transition Project, including but not limited to:

- Mold
- Asbestos
- Lead paint
- Structural damage
- Water intrusion
- Pest infestations
- Animal waste
- Hazardous chemicals
- Fire damage
- Hoarding conditions
- Electrical hazards
- Unsafe flooring
- Other hazardous conditions

Rare Find reserves the right to suspend work until unsafe conditions have been corrected.

If specialized labor, equipment, or remediation becomes necessary due to undisclosed or hazardous conditions, such services may constitute Additional Services subject to additional charges.

Utilities

Unless otherwise agreed, the Client shall maintain functional utilities throughout the Estate Transition Project whenever reasonably necessary, including:

- Electricity
- Water
- Climate control (when practical)
- Internet access

Internet Requirements

Reliable internet service is essential for the successful operation of an Estate Transition Project.

Internet service may be required for:

- Credit card processing through Square or other payment systems.
- Real-time sales reporting.
- Accounting and bookkeeping.

- Inventory research.
- Pricing verification.
- Digital marketing.
- Communication among project staff.
- Buyer verification.
- Operational reporting.
- Temporary security monitoring.

If suitable internet service is unavailable, Rare Find may provide temporary internet service.

Unless otherwise stated in the Estate Transition Project Agreement, a **$200 Internet Service Fee** shall be deducted from the Client's proceeds to reimburse the cost of providing temporary internet access necessary to operate the project.

Temporary Security Systems

To help protect Estate Property, project staff, customers, and the integrity of the Estate Transition Project, Rare Find may install temporary security cameras or other monitoring equipment during project preparation, sale operations, and final cleanout.

Security systems may be used for:

- Loss prevention
- Asset protection
- Employee safety
- Customer safety
- Documentation of project activities
- Investigation of disputes or theft

The Client acknowledges and consents to the use of such temporary monitoring equipment for legitimate business purposes.

Security recordings shall remain the property of Rare Find and may be retained as reasonably necessary for insurance claims, legal matters, dispute resolution, or operational documentation.

Security of Premises

Except as otherwise agreed, the Client remains responsible for securing the property outside of Rare Find's normal operating hours.

Rare Find is not responsible for theft, vandalism, trespassing, weather-related damage, or other losses occurring outside of its reasonable control.

Ordinary Wear

The Client understands that staging, moving furniture, customer traffic, buyer pickups, and normal Estate Transition activities may result in ordinary wear consistent with conducting a professional liquidation project.

Rare Find will exercise reasonable care but cannot guarantee that minor incidental wear associated with normal project operations will not occur.

Section 9 — Pricing, Merchandising & Sales Strategy

Successful estate liquidation requires more than pricing individual items—it requires a coordinated sales strategy that considers market conditions, buyer psychology, inventory volume, property layout, timing, merchandising, and overall project objectives.

The Client acknowledges that Rare Find's experience and professional judgment are integral to maximizing both buyer engagement and overall project success.

Pricing Authority

Unless otherwise agreed in writing, Rare Find shall establish the initial pricing of Estate Property.

Pricing may be based upon:

- Market research
- Comparable sales
- Condition
- Rarity
- Collector demand
- Liquidation objectives
- Professional experience

Prices may be adjusted throughout the Estate Transition Project in accordance with the approved discount schedule and Rare Find's professional judgment.

Discount Strategy

Rare Find will recommend an appropriate pricing and discount strategy designed to maximize both sales activity and overall project value.

Any anticipated discount schedule will be discussed with the Client before the sale begins and reflected within the Estate Transition Project Agreement or other written communication.

Material deviations from the approved pricing strategy shall require Client approval.

Supplemental Marketing Inventory

Rare Find reserves the right to supplement the Estate Transition Project with merchandise owned by Rare Find when, in its professional judgment, doing so may enhance the overall success of the project.

Supplemental merchandise may include:

- Rare collectibles
- Vintage décor
- Artwork
- Specialty antiques
- Decorative accessories
- Other unique merchandise

The purpose of supplemental merchandise is to:

- Increase buyer interest.
- Improve advertising effectiveness.
- Encourage repeat attendance.
- Enhance the shopping experience.
- Increase overall customer traffic, thereby benefiting the Client's sale.

The Client shall incur no cost for supplemental merchandise.

Ownership of supplemental merchandise remains exclusively with Rare Find, and all proceeds from its sale shall belong solely to Rare Find.

Client Approval for Significant Assets

Rare Find will consult with the Client before offering for sale any item that:

- Possesses substantial monetary value,
- Has known historical or sentimental significance,
- Was not originally intended for sale,
- Consists of permanently attached fixtures or architectural elements,
- Requires specialized removal,

- Or otherwise requires specific Client authorization.

Section 10 — Marketing & Advertising

Rare Find shall develop and implement a marketing strategy designed to promote the Estate Transition Project in a manner appropriate for the selected Project Classification, inventory, property location, project timeline, and target buyer audience.

The specific marketing methods utilized may vary from project to project and shall remain within Rare Find's professional discretion.

Marketing efforts may include, but are not limited to:

- Professional photography
- Estate sale listing websites
- Company website
- Email marketing
- Social media marketing
- Collector outreach
- Specialty buyer networks
- Paid advertising
- Print advertising
- Directional signage where permitted
- Digital advertising campaigns
- Other promotional methods deemed appropriate

Advertising Methods

Rare Find shall determine the advertising methods believed to provide the greatest exposure for the Estate Transition Project.

The Client acknowledges that advertising strategies may change before or during the project based upon inventory, buyer response, weather conditions, market activity, or operational needs.

Photographs

Rare Find may photograph Estate Property, collections, furnishings, architectural features, vehicles, and other authorized assets for purposes including:

- Advertising
- Marketing
- Social media

- Website listings
- Estate sale platforms
- Project documentation
- Historical business portfolio

Rare Find will make reasonable efforts to avoid photographing sensitive personal information whenever practical.

Marketing Materials

All photographs, advertisements, pricing materials, digital content, promotional materials, logos, graphics, videos, and other marketing materials created by Rare Find remain the exclusive intellectual property of Rare Find Estate Sales, LLC unless otherwise agreed in writing.

No Guarantee of Sales

The Client acknowledges that Rare Find cannot guarantee:

- Attendance
- Number of buyers
- Selling prices
- Sell-through percentage
- Gross revenue
- Net proceeds
- Market demand

Numerous factors beyond Rare Find's control influence the success of every Estate Transition Project, including market conditions, buyer preferences, weather, timing, economic conditions, inventory quality, and property accessibility.

Rare Find agrees only to perform its services in a professional and commercially reasonable manner.

Section 11 — Client Privacy & Confidentiality

Rare Find recognizes that Estate Transition Projects frequently involve sensitive family matters, financial information, personal property, and private residences.

Unless disclosure is required by law or reasonably necessary to perform authorized services, Rare Find agrees to maintain the confidentiality of non-public information obtained during the course of the Estate Transition Project.

Confidential information may include:

- Family information
- Financial information
- Estate planning documents
- Probate matters
- Personal records
- Home security information
- Access codes
- Property layouts
- Client communications
- Other non-public information

Privacy

Rare Find will make reasonable efforts to avoid disclosing confidential information through advertising, social media, photographs, or public communications.

Clients are encouraged to remove sensitive documents, medications, firearms (unless specifically included in the sale), financial records, personal photographs, heirlooms not intended for sale, and other confidential materials before project preparation begins.

Public Nature of Estate Sales

The Client understands that an estate sale is a public event.

Members of the public may enter the property during advertised sale hours.

Although Rare Find exercises reasonable supervision and security measures, complete privacy cannot be guaranteed during public sale operations.

Business Portfolio

Unless otherwise requested in writing, Rare Find may use general photographs of staged merchandise, displays, collections, or project results for future marketing purposes, provided that personal identifying information is not intentionally disclosed.

Section 12 — Sales Operations, Payment Processing & Sales Tax

Rare Find shall manage the day-to-day sales operations of the Estate Transition Project using commercially reasonable procedures intended to provide an organized, secure, efficient, and professional buying experience while supporting the Client's approved Liquidation Strategy. Rare Find shall retain discretion over the day-to-day operation of the sale in accordance with the operational authority established elsewhere in this Agreement.

Payment Processing

Rare Find may accept payment using methods it determines appropriate for the Estate Transition Project, including:

- Cash
- Credit Cards
- Debit Cards
- Digital Payment Platforms
- Other approved payment methods

Rare Find reserves the right to refuse any form of payment it reasonably believes presents an unacceptable financial, operational, or fraud-related risk. Rare Find may verify payment methods and delay the release of Estate Property until payment has been successfully processed or otherwise confirmed.

Sales Tax

Where required by law, applicable sales tax shall be collected from purchasers and remitted to the appropriate governmental authority.

Sales tax collected from purchasers does not constitute proceeds belonging to the Client and shall not be included in the calculation of the Client's proceeds.

Buyer Policies

Rare Find may establish reasonable buyer policies necessary for the orderly operation of the Estate Transition Project, including but not limited to:

- Final sale policies
- Entry procedures
- Checkout procedures
- Holding procedures
- Pickup scheduling

- Loading policies
- Payment requirements
- Security procedures
- Customer purchase limits
- Other operational policies deemed appropriate by Rare Find

Rare Find reserves the right to deny entry to, refuse service to, or remove from the property any individual whose conduct is disruptive, unsafe, fraudulent, abusive, or otherwise interferes with the safe and orderly operation of the Estate Transition Project.

Pricing & Negotiation Authority

Rare Find shall establish pricing in accordance with the approved Liquidation Strategy and may negotiate with prospective purchasers when, in its professional judgment, doing so supports the Client's overall project objectives.

Negotiations may involve individual items, furniture, specialty collections, architectural features, vehicles, multiple-item purchases, or bulk purchases when Rare Find reasonably believes such negotiations will:

- Maximize overall project value;
- Improve inventory movement;
- Reduce remaining inventory;
- Increase operational efficiency; or
- Otherwise benefit the Estate Transition Project.

Rare Find is not obligated to accept every offer and reserves the right to decline any offer that, in its professional judgment, does not reasonably reflect current market value or the Client's overall project objectives.

Sales Records & Inventory Documentation

Rare Find shall maintain commercially reasonable sales records throughout the Estate Transition Project and shall provide the Client with a final accounting in accordance with **Section 16** of this Agreement.

The Client acknowledges that recordkeeping procedures vary depending upon the selected Project Classification and that the level of inventory documentation differs between a Traditional Estate Sale and an Online Estate Liquidation.

Traditional Estate Sales

For Traditional Estate Sales, recordkeeping is performed during the checkout process. To promote efficient customer service, minimize checkout delays, and maintain orderly sales operations, individual items selling for less than **$50.00** may be recorded collectively as **"Under $50 Miscellaneous"** or similar descriptive categories rather than individually itemized.

Rare Find utilizes standardized pricing procedures and category pricing where appropriate to promote efficient checkout operations while maintaining consistent pricing throughout the Estate Transition Project.

Rare Find will make commercially reasonable efforts to separately document:

- Furniture and large furnishings
- Specialty collections
- Individual items selling for approximately **$50.00 or more**
- Other significant assets that Rare Find determines appropriate to document separately

The Client understands that this recordkeeping method is designed to balance accurate project accounting with efficient sales operations and a positive customer experience.

Online Estate Liquidations

For Online Estate Liquidations, inventory documentation is generally more detailed because Estate Property is photographed, researched, cataloged, and assigned to individual auction lots before publication.

For purposes of this Agreement, a **"Lot"** means a single auction listing that may consist of one individual item or multiple related items grouped together for sale. Each Lot shall include a description identifying the property being offered and shall reflect the final selling price achieved through the online auction platform.

Because each Lot is individually cataloged prior to publication, Online Estate Liquidations generally provide more comprehensive inventory documentation than Traditional Estate Sales. The Client will have access to the auction catalog and the resulting sales information as part of the final project accounting.

Risk of Buyer Default

Rare Find is not responsible for purchasers who fail to complete a transaction after agreeing to purchase an item unless Rare Find has expressly guaranteed payment in writing.

Section 13 — Compensation

In consideration for the professional services provided under this Agreement, the Client agrees to compensate Rare Find Estate Sales, LLC in accordance with the compensation structure identified in the accompanying Estate Transition Project Agreement.

Because every Estate Transition Project is unique, the compensation structure may vary depending upon factors including, but not limited to:

- Project Classification
- Scope of Services

- Project complexity
- Inventory volume
- Property accessibility
- Travel requirements
- Staffing requirements
- Marketing strategy
- Project timeline
- Additional Services
- Overall project objectives

The compensation structure selected for each Estate Transition Project reflects Rare Find's professional evaluation of the anticipated work, resources, operational requirements, and overall project management necessary to successfully complete the project.

Commission Structure

The specific commission structure applicable to the Estate Transition Project shall be identified within the Estate Transition Project Agreement.

Commission structures are further explained in the **Rare Find Estate Sales Selling Solutions Guide**, which is incorporated by reference for informational purposes. The Selling Solutions Guide explains the various liquidation strategies, Project Classifications, commission structures, and available service options offered by Rare Find Estate Sales. The Estate Transition Project Agreement shall identify the commission structure specifically approved for the Client's project.

Any modification to the approved compensation structure after execution of the Estate Transition Project Agreement shall require the written approval of both Parties.

Good Faith Deposit

To reserve project dates and allow Rare Find to begin project planning and preparation, the Client shall pay the required Good Faith Deposit before work begins.

Unless otherwise stated in the Estate Transition Project Agreement, the standard Good Faith Deposit shall be **Five Hundred Dollars ($500.00).**

The Good Faith Deposit serves several important purposes, including:

- Reserving Rare Find's project schedule;
- Demonstrating the Client's commitment to proceed with the Estate Transition Project;
- Offsetting preliminary consultations, project planning, scheduling, travel, administrative work, marketing preparation, and other pre-project expenses incurred before project services begin.

Once project preparation has commenced, the Good Faith Deposit becomes non-refundable except where otherwise required by law or expressly agreed in writing.

If the Client cancels the Estate Transition Project after preparation has begun, the Good Faith Deposit may be applied toward cancellation fees, unpaid project costs, or other amounts otherwise recoverable under this Agreement.

Additional Services

Services requested by the Client that fall outside the original scope of the Estate Transition Project may require additional compensation.

Additional Services shall be billed in accordance with the rates, fee structure, or compensation method identified in the Estate Transition Project Agreement or an approved Change Order.

Rare Find shall not perform Additional Services requiring additional compensation without the Client's approval, except where otherwise authorized under this Agreement.

Authorized Project Expenses

Certain Estate Transition Projects may require expenditures beyond Rare Find's standard operating costs.

The Client agrees to reimburse Rare Find for authorized project expenses approved under this Agreement or the Estate Transition Project Agreement.

Examples of reimbursable expenses may include, but are not limited to:

- Travel
- Lodging
- Specialty labor
- Internet service
- Disposal fees
- Equipment rentals
- Specialty advertising
- Appraisal fees
- Other approved project expenses

Additional provisions governing reimbursable project expenses are contained in **Section 15 – Authorized Expenses & Project Costs**.

Client Settlement & Timing of Payment

Following completion of the Estate Transition Project, Rare Find shall prepare a final accounting.

After deducting authorized commissions, approved project expenses, reimbursements, deposits, and other authorized amounts due under this Agreement, the remaining proceeds shall be distributed to the Client within the timeframe identified in the Estate Transition Project Agreement.

Additional provisions governing the Client's final accounting, returned payments, financial records, and final settlement are contained in **Section 16 – Client Funds, Accounting & Final Settlement**.

Financial Documents

The Client acknowledges that the financial terms governing the Estate Transition Project are established collectively by the following documents:

- This **Estate Transition & Liquidation Management Agreement**;
- The applicable **Estate Transition Project Agreement**; and
- The **Rare Find Estate Sales Selling Solutions Guide**, as incorporated by reference for informational purposes.

Together, these documents establish the approved compensation structure, Good Faith Deposit requirements, authorized project expenses, additional services, and final settlement procedures applicable to the Estate Transition Project.

Section 14 — Vehicle, RV, Boat & Motorized Asset Sales

From time to time, an Estate Transition Project may include the sale of automobiles, recreational vehicles (RVs), boats, trailers, motorcycles, golf carts, utility vehicles, tractors, equipment, or other titled or motorized assets.

Because these assets involve ownership documentation, title transfers, insurance considerations, and additional coordination beyond the sale of ordinary household goods, the following provisions shall apply unless otherwise stated in the Estate Transition Project Agreement.

Eligible Assets

This Section applies to any titled or motorized asset that the Client authorizes Rare Find to market, negotiate, coordinate, or facilitate as part of the Estate Transition Project.

Examples include:

- Automobiles
- Pickup trucks
- SUVs

- Vans
- Recreational vehicles (RVs)
- Boats
- Boat trailers
- Utility trailers
- Motorcycles
- Golf carts
- ATVs and UTVs
- Tractors
- Commercial equipment
- Other titled or motorized property

Commission

Unless otherwise stated in the Estate Transition Project Agreement, any titled or motorized asset sold for **$5,000.00 or more** shall be subject to a **20% commission** payable to Rare Find Estate Sales, LLC.

This commission applies to any purchaser introduced through Rare Find's marketing efforts or negotiations during the Estate Transition Project, even if the transaction closes after completion of the estate sale.

Valuation & Pricing

Rare Find may recommend pricing using one or more recognized valuation resources, including:

- Kelley Blue Book (KBB)
- NADA Guides
- Edmunds
- J.D. Power Valuation Services
- Comparable market listings
- Professional appraisals
- Other commercially accepted valuation methods

The final listing price shall be mutually approved by the Client and Rare Find.

Client Responsibilities

Before marketing any motorized asset, the Client agrees to provide:

- Reasonable access for inspection and photography.
- All available keys, remotes, and operating accessories.

- Vehicle Identification Number (VIN), Hull Identification Number (HIN), or other identifying information, as applicable.
- Title documentation.
- Disclosure of any liens or financing.
- Maintenance records, if available.
- Any other information reasonably requested.

Failure to provide necessary documentation may delay or prevent the sale.

Condition of Sale

All titled and motorized assets shall be offered and sold **"AS IS, WHERE IS,"** without warranties or guarantees expressed or implied by Rare Find.

The Client remains solely responsible for the accuracy of information provided regarding ownership, condition, mileage, title status, accident history, liens, recalls, or mechanical condition.

Buyer Qualification & Test Drives

Rare Find reserves the right to establish reasonable procedures before permitting inspections or test drives.

Such procedures may include:

- Verification of a valid driver's license.
- Proof of insurance.
- Appointment scheduling.
- Staff supervision.
- Signed liability waivers.
- Other reasonable safeguards.

Rare Find may decline any inspection or test drive that it reasonably believes presents an unnecessary risk.

Buyer Deposits

To secure the purchase of a titled or motorized asset, Rare Find may require a **non-refundable deposit equal to twenty percent (20%) of the agreed purchase price**, unless otherwise agreed in writing.

Such deposits may be held pending completion of the transaction.

If a purchaser defaults, disposition of the deposit shall be governed by the applicable purchase agreement or other written documentation.

Limited Power of Attorney

When reasonably necessary to facilitate the transaction, the Client agrees to execute a Limited Power of Attorney authorizing Rare Find to act solely for purposes of marketing, negotiating, coordinating documentation, and assisting with the transfer of ownership.

Such authority shall be limited to the specific transaction and shall not authorize Rare Find to transfer ownership without the Client's approval.

Taxes, Registration & Transfer Fees

Unless otherwise agreed, the purchaser shall be responsible for all applicable taxes, title fees, registration fees, inspections, licensing requirements, and governmental charges associated with transferring ownership.

Section 15 — Authorized Expenses & Project Costs

Certain Estate Transition Projects require expenditures beyond Rare Find's ordinary operating expenses.

Unless otherwise stated in the Estate Transition Project Agreement, the Client agrees to reimburse Rare Find for reasonable project-related expenses that are either:

- specifically authorized by the Client;
- required to complete the Estate Transition Project; or
- otherwise permitted under this Agreement.

Examples of Reimbursable Expenses

Authorized expenses may include, but are not limited to:

- Specialty advertising
- Internet service
- Lodging
- Mileage and travel
- Equipment rentals
- Dumpster or disposal fees
- Moving equipment
- Specialty labor

- Cleaning services
- Appraisal fees
- Professional photography
- Shipping
- Temporary storage
- Permit fees
- Other project-related expenses approved by the Client

Emergency Expenses

If unforeseen circumstances require immediate expenditures to protect Estate Property or prevent unreasonable project delays, Rare Find may incur reasonable emergency expenses without prior approval when obtaining approval is impractical.

Rare Find shall notify the Client as soon as reasonably possible.

Documentation

Rare Find shall maintain reasonable documentation supporting reimbursable project expenses and shall include such expenses within the Client's final accounting.

Section 16 — Client Funds, Accounting & Final Settlement

Following completion of the Estate Transition Project, Rare Find shall prepare a final accounting summarizing the financial activity of the project and calculate the Client's final proceeds in accordance with this Agreement and the Estate Transition Project Agreement.

The Client acknowledges that preparation of the final accounting may require additional time following the conclusion of the sale or auction in order to allow for completion of project-related activities, including but not limited to:

- Buyer pickup appointments
- Clearance of payment processing
- Resolution of outstanding transactions
- Removal of sold furniture and large purchases
- Completion of donation or disposal coordination
- Final project reconciliation
- Completion of any remaining project services

Only after these activities have been substantially completed can Rare Find accurately determine the final proceeds due to the Client.

Final Accounting

The final accounting may include, as applicable:

- Gross sales
- Commission
- Good Faith Deposit
- Authorized project expenses
- Internet service fees (if applicable)
- Vehicle commissions (if applicable)
- Specialty service fees
- Approved reimbursements
- Sales tax collected
- Other authorized adjustments
- Net proceeds due to the Client

The Client shall receive a written final accounting summarizing the financial results of the Estate Transition Project.

Payment of Client Proceeds

Unless otherwise stated in the Estate Transition Project Agreement, Rare Find shall remit the Client's final proceeds within **fifteen (15) calendar days** following completion of the Estate Transition Project and preparation of the final accounting.

The Client understands that this timeframe allows Rare Find to complete project reconciliation, verify payments received, finalize buyer pickups, complete remaining project obligations, and ensure that the final accounting accurately reflects all authorized transactions.

PART IV — PROJECT MANAGEMENT & ADDITIONAL SERVICES

Section 17 — Professional Referrals & Third-Party Specialists

Throughout an Estate Transition Project, Rare Find may recommend or coordinate services provided by qualified independent professionals when such services are determined to be beneficial to the Client or necessary to achieve the objectives of the project.

Such referrals are intended as a convenience and are based upon Rare Find's professional experience working with reputable service providers.

Examples may include, but are not limited to:

- Certified appraisers
- Auction companies
- Estate attorneys
- Probate attorneys
- Certified Public Accountants (CPAs)
- Financial advisors
- Realtors and real estate brokers
- Moving companies
- Packing services
- Junk removal companies
- Donation organizations
- Cleaning companies
- Contractors
- Electricians
- Plumbers
- Landscapers
- Locksmiths
- Storage facilities
- Specialty restoration companies
- Art conservators
- Jewelry specialists
- Antique experts
- Vehicle transport companies
- Other specialty professionals

Independent Contractors

Unless expressly stated otherwise in writing, all third-party providers operate as independent businesses.

Rare Find does not supervise, direct, employ, insure, or control the work performed by these independent providers.

Any agreement for services provided by a third-party professional shall be solely between the Client and that provider unless Rare Find specifically contracts for those services on the Client's behalf.

No Warranty

Although Rare Find makes reasonable efforts to recommend reputable professionals, Rare Find makes no warranty or guarantee regarding:

- Quality of work
- Pricing
- Availability
- Scheduling
- Insurance coverage
- Licensing status
- Business practices
- Performance

The Client is encouraged to independently evaluate any third-party provider before engaging their services.

Coordination Services

When requested by the Client, Rare Find may coordinate communication between the Client and third-party providers as part of the Estate Transition Project.

Project coordination does not create responsibility for the work ultimately performed by independent contractors.

Section 18 — Estate Transition Project Coordination

One of Rare Find's primary services is coordinating the many activities involved in an Estate Transition Project.

Rather than serving solely as an estate sale company, Rare Find acts as the Client's Estate Transition Project Manager, helping organize, schedule, and oversee the various services necessary to move the project toward completion.

Depending upon the Estate Transition Project, coordination services may include:

- Estate sale planning
- Online liquidation coordination
- Donation scheduling
- Moving coordination
- Packing and unpacking coordination
- Home organization
- Property clean-out coordination
- Vendor scheduling
- Realtor coordination
- Contractor scheduling

- Specialty referrals
- Vehicle sale coordination
- Final property preparation
- Other transition-related services authorized by the Client

Client Decision Authority

Although Rare Find coordinates many aspects of the Estate Transition Project, the Client retains final decision-making authority regarding significant matters unless otherwise authorized by law or written agreement.

Examples include:

- Acceptance of significant purchase offers
- Sale of vehicles or titled property
- Sale of permanently attached fixtures
- Donation authorization
- Approval of specialty referrals
- Extraordinary project expenses
- Changes to project objectives
- Major modifications to the Estate Transition Project

Rare Find agrees to consult with the Client whenever practical before implementing decisions requiring Client approval.

Project Modifications

Estate Transition Projects frequently evolve as work progresses.

If additional services become necessary or the scope of work changes substantially, Rare Find may recommend modifications to the Estate Transition Project.

Material changes involving compensation, timelines, or scope of services shall be documented through a written Change Order or amendment to the Estate Transition Project Agreement.

Section 19 — Donations, Property Disposition & Items Remaining

Following completion of the Estate Transition Project, some Estate Property may remain unsold.

Unless otherwise instructed by the Client in writing, Rare Find may assist in coordinating the disposition of remaining property in accordance with the Client's authorized instructions.

Disposition options may include:

- Donation
- Transfer to family members
- Moving to another residence
- Storage
- Consignment
- Online liquidation
- Junk removal
- Recycling
- Other authorized methods

Donations

Rare Find may coordinate donations to charitable organizations selected by the Client or otherwise approved during the Estate Transition Project.

Rare Find does not guarantee acceptance of donated property by any charitable organization.

Donation receipts, when available, shall be provided directly by the receiving organization.

Rare Find does not determine the tax value of donated property and recommends that Clients consult their tax advisor regarding charitable deductions.

Property Remaining After Project Completion

Unless otherwise agreed in writing, any Estate Property remaining after completion of the authorized services shall remain the responsibility of the Client.

If the Client requests additional services after completion of the original project—including additional sorting, packing, hauling, disposal, organization, or moving—such services may constitute Additional Services and may be billed separately.

Abandoned Property

If Estate Property remains on the Premises after completion of the Estate Transition Project and the Client becomes unreachable or fails to provide reasonable disposition instructions, Rare Find may provide written notice requesting further direction.

If no response is received within a reasonable period, Rare Find may take such action as permitted by applicable law, including storage, donation, disposal, or other lawful disposition, provided reasonable efforts have first been made to contact the Client.

Section 20 — Risk of Loss & Insurance

Ownership of all Estate Property shall remain with the Client until ownership is transferred to a purchaser or otherwise lawfully disposed of in accordance with this Agreement.

While Rare Find will exercise reasonable care in handling Estate Property, the Client acknowledges that Estate Transition Projects involve numerous factors beyond Rare Find's control, including customer traffic, moving of furniture, weather conditions, transportation, third-party contractors, and other operational activities.

Ordinary Care

Rare Find agrees to exercise commercially reasonable care while performing the services authorized under this Agreement.

Rare Find shall not be considered an insurer or guarantor of Estate Property and does not assume responsibility for loss or damage except to the extent caused by its own negligence or willful misconduct.

Client Insurance

The Client is encouraged to maintain adequate homeowner's, renter's, estate, or other applicable insurance throughout the duration of the Estate Transition Project.

Rare Find does not provide insurance coverage for the Client's personal property.

High-Value Property

The Client is encouraged to notify Rare Find before project preparation begins if the Estate Property includes items of extraordinary value requiring specialized handling, security, transportation, or insurance.

Examples include:

- Fine art
- Rare jewelry
- Precious metals
- Collectible firearms (where legally permissible)

- Currency collections
- Rare documents
- Museum-quality antiques
- Specialty collections
- Luxury vehicles

Rare Find may recommend additional security measures or referral to qualified specialists when appropriate.

Acts Beyond Reasonable Control

Rare Find shall not be liable for delays, interruptions, or losses caused by circumstances beyond its reasonable control, including but not limited to:

- Severe weather
- Natural disasters
- Government actions
- Utility interruptions
- Internet outages
- Labor shortages
- Civil disturbances
- Public health emergencies
- Acts of God
- Criminal acts of third parties
- Other unforeseeable events

Section 21 — Project Modifications, Additional Services & Change Orders

Estate Transition Projects frequently evolve as work progresses.

Additional assets may be discovered, project timelines may change, family circumstances may evolve, or the Client may request services beyond those originally contemplated.

Accordingly, the Parties acknowledge that modifications to the Estate Transition Project may become necessary.

Change Orders

Material changes involving the scope of services, project timeline, compensation, staffing requirements, travel, or other significant aspects of the Estate Transition Project shall be documented through a written Change Order, amendment, or revised Estate Transition Project Agreement.

No Change Order shall become effective until approved by both Parties.

Additional Services

Examples of Additional Services may include, but are not limited to:

- Additional project days
- Online liquidation after the sale
- Packing services
- Unpacking services
- Organization services
- Additional moving coordination
- Vehicle sales
- Architectural salvage coordination
- Estate clean-out services
- Donation coordination beyond the original scope
- Storage coordination
- Specialty research
- Inventory documentation
- Additional consultations
- Court appearances or witness services
- Other services requested by the Client

Additional Services may be billed separately in accordance with the applicable rates identified in the Estate Transition Project Agreement.

Discovery of Additional Assets

During the Estate Transition Project, Rare Find may discover valuable items, collections, architectural features, permanently attached fixtures, vehicles, equipment, or other assets not originally identified by the Client.

Rare Find may recommend including such assets within the Estate Transition Project when doing so may reasonably increase the overall value of the project.

The Client retains the sole authority to approve or decline inclusion of such assets unless otherwise authorized in writing.

Delays

Rare Find shall not be responsible for project delays resulting from:

- Inability to access the property.
- Delayed Client decisions.
- Utility interruptions.
- Weather conditions.
- Government actions.
- Probate restrictions.
- Third-party contractor delays.
- Buyer scheduling conflicts.
- Other circumstances beyond Rare Find's reasonable control.

Project schedules may be adjusted accordingly.

PART V — LEGAL TERMS

Section 22 — Cancellation & Termination

The Parties acknowledge that Rare Find Estate Sales begins investing substantial professional time, labor, scheduling commitments, project planning, administrative resources, inventory organization, research, pricing, photography, merchandising, marketing preparation, project management, coordination services, and other operational efforts immediately following execution of the Estate Transition Project Agreement.

The Parties further acknowledge that a significant portion of Rare Find's professional services are performed before a Traditional Estate Sale opens to the public or before an Online Estate Liquidation or Hybrid Estate Sale is published. Accordingly, cancellation, suspension, or termination of an Estate Transition Project after project preparation has begun may result in substantial financial losses to Rare Find beyond the Good Faith Deposit.

Cancellation by Client

The Client may cancel the Estate Transition Project at any time by providing written notice to Rare Find.

If the Client cancels the Estate Transition Project, materially changes the approved scope of services, directs Rare Find to discontinue work, removes substantial Estate Property from the project, transfers ownership of the property, sells the property, enters into a contract for the sale of the property that prevents completion of the Estate Transition Project, or otherwise prevents Rare Find from completing the authorized services, the Client acknowledges that Rare Find has already invested substantial professional time, labor, and resources in reliance upon the Estate Transition Project Agreement.

Unless otherwise agreed in writing, the Client shall remain responsible for:

- The non-refundable Good Faith Deposit;
- Compensation for all documented professional services performed prior to cancellation;
- All authorized project expenses incurred prior to cancellation;
- All approved Additional Services performed;
- All non-refundable costs incurred through approved Third-Party Specialists; and
- Any other compensation earned or amounts due under this Agreement.

Professional Service Rates

The Parties acknowledge that the following Professional Service Rates are established solely for the purpose of calculating compensation for documented professional services performed if an Estate Transition Project is canceled, suspended, or otherwise prevented from completion after Rare Find has begun providing services. These rates do not replace Rare Find's standard commission structure and apply only when compensation must be determined under this Section.

Unless otherwise agreed in writing, documented professional services shall be calculated using the following rates:

- Estate Transition Project Manager: **$100.00 per hour**
- Estate Transition Specialist: **$75.00 per hour**
- Estate Transition Team Member: **$55.00 per hour**
- Administrative, Research, Marketing & Auction Cataloging Services: **$75.00 per hour**

Documented professional services may include, but are not limited to:

- Initial consultations
- Estate Transition planning
- Inventory organization
- Research and pricing
- Photography
- Auction catalog preparation
- Marketing preparation
- Merchandising and staging
- Project management
- Administrative services
- Buyer coordination
- Realtor coordination
- Coordination with Third-Party Specialists
- Approved travel time
- Other professional services performed before cancellation

Rare Find shall maintain commercially reasonable records documenting professional services performed. A minimum billing increment of one-quarter (0.25) hour shall apply to all documented professional services.

Property Sold or Project Prevented from Completion

If the Property is sold, transferred, removed from the market, substantially emptied, rendered unavailable, or otherwise becomes unavailable before Rare Find has completed the authorized Estate Transition Project, the Client acknowledges that Rare Find has already performed substantial professional services in preparation for completing the approved Liquidation Strategy.

Accordingly, the Client shall remain responsible for compensating Rare Find for all documented professional services performed, authorized project expenses, approved Additional Services, Third-Party Specialist costs, and any other compensation earned through the effective date of termination.

The Parties acknowledge that compensation under this Section is intended solely to fairly compensate Rare Find for professional services actually performed and costs actually incurred and is not intended to operate as a penalty.

Cancellation by Rare Find

Rare Find may suspend or terminate the Estate Transition Project upon written notice if, in Rare Find's reasonable judgment:

- The Client materially breaches this Agreement or the Estate Transition Project Agreement;
- Required payments are not made;
- Unsafe or hazardous working conditions exist;
- Fraud or material misrepresentation is discovered;
- Required property access is denied;
- The Client materially interferes with project operations;
- Circumstances arise making completion of the Estate Transition Project commercially impracticable; or
- Continuing the project would expose Rare Find, its personnel, approved contractors, or approved Third-Party Specialists to unreasonable legal, financial, or safety risks.

Whenever reasonably practicable, Rare Find shall make commercially reasonable efforts to notify the Client and minimize disruption to the Estate Transition Project.

Mutual Termination

The Parties may terminate the Estate Transition Project at any time through a written agreement executed by both Parties.

Termination shall not affect any rights or obligations that accrued before the effective date of termination.

Effect of Termination

Termination shall not affect:

- The Good Faith Deposit;
- Compensation for documented professional services already performed;
- Authorized project expenses;
- Approved Additional Services;
- Outstanding commissions earned before termination;
- Confidentiality obligations;
- Indemnification obligations; and
- Any provision of this Agreement intended by its nature to survive termination.

Final Cancellation Invoice

Following cancellation or termination, Rare Find shall prepare a final cancellation invoice identifying, as applicable:

- Documented professional services performed;
- Authorized project expenses;
- Approved Additional Services;
- Third-Party Specialist costs;
- Credit for the Good Faith Deposit; and
- The remaining balance due.

Unless otherwise agreed in writing, payment shall be due within **seven (7) calendar days** after delivery of the final cancellation invoice.

Failure to timely pay the final cancellation invoice shall constitute a material breach of this Agreement. Rare Find reserves all rights and remedies available under this Agreement and applicable law to recover any unpaid balances, including reasonable costs of collection where permitted by law.

Section 23 — Limitation of Liability

Rare Find Estate Sales, LLC agrees to perform all authorized services in a professional and commercially reasonable manner consistent with the standards generally expected within the estate liquidation and estate transition industry.

Except as otherwise required by applicable law, Rare Find shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to the Estate Transition Project, including but not limited to:

- Loss of anticipated profits or proceeds.
- Loss of business opportunities.
- Emotional distress.
- Delays caused by circumstances beyond Rare Find's reasonable control.
- Market fluctuations affecting sales.
- Buyer behavior.

- Weather conditions.
- Utility interruptions.
- Internet outages.
- Actions of independent third-party contractors.
- Government actions.
- Other unforeseeable circumstances.

Rare Find's total liability for any claim arising from this Agreement shall not exceed the total compensation actually received by Rare Find under the applicable Estate Transition Project Agreement, except where such limitation is prohibited by law.

Nothing in this Agreement shall limit liability for:

- Fraud.
- Willful misconduct.
- Gross negligence.
- Any liability that cannot legally be limited under applicable law.

No Guarantee of Results

The Client understands that estate liquidation involves numerous variables outside Rare Find's control.

Accordingly, Rare Find makes no guarantee regarding:

- Gross sales.
- Net proceeds.
- Number of buyers.
- Selling prices.
- Sell-through percentage.
- Speed of liquidation.
- Time required to complete the Estate Transition Project.

Rare Find's obligation is to provide professional services—not guaranteed financial results.

Section 24 — Indemnification

To the fullest extent permitted by applicable law, the Client agrees to defend, indemnify, and hold harmless Rare Find Estate Sales, LLC, together with its owners, employees, contractors, agents, representatives, and approved subcontractors, from and against any claims, demands, liabilities, damages, losses, judgments, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- The Client's breach of this Agreement.
- Misrepresentation of ownership or legal authority.

- Undisclosed liens or ownership disputes.
- Injuries resulting from hazardous property conditions not disclosed to Rare Find.
- Violations of applicable laws by the Client.
- Claims involving property the Client was not legally authorized to sell.
- Third-party claims relating to Estate Property prior to transfer of ownership.

This indemnification obligation shall not apply to the extent a claim results from Rare Find's own gross negligence, willful misconduct, or fraud.

Survival

The obligations contained within this Section shall survive completion or termination of the Estate Transition Project.

Section 25 — Dispute Resolution

The Parties agree that open communication is the preferred method of resolving disagreements.

Before initiating formal legal proceedings, the Parties agree to make a good-faith effort to resolve disputes through direct communication.

Mediation

If a dispute cannot be resolved through informal discussion, either Party may request mediation conducted by a mutually agreed-upon mediator located within the State of Texas.

Unless otherwise agreed, mediation costs shall be shared equally by the Parties.

Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

Unless otherwise required by law, any legal action arising under this Agreement shall be filed in a court of competent jurisdiction located in the county where Rare Find Estate Sales, LLC maintains its principal place of business or where the Estate Transition Project occurred, unless the Parties mutually agree otherwise.

Attorneys' Fees

In any legal action arising from this Agreement, the prevailing Party may recover reasonable attorneys' fees and court costs to the extent permitted by applicable law.

Section 26 — General Contract Provisions

The following provisions apply throughout this Agreement unless otherwise stated.

Entire Agreement

This Master Agreement, together with the accompanying Estate Transition Project Agreement and any written amendments or Change Orders, constitutes the complete agreement between the Parties and supersedes all prior oral or written discussions relating to the Estate Transition Project.

Amendments

No amendment or modification shall be effective unless made in writing and signed by both Parties.

Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Waiver

Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that provision or any other provision.

Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that Rare Find may assign administrative duties or engage subcontractors when reasonably necessary to complete the Estate Transition Project.

Electronic Signatures

Electronic signatures, scanned signatures, and electronically transmitted copies of this Agreement shall be deemed original signatures and shall be fully enforceable to the extent permitted by law.

Notices

Any notice required under this Agreement shall be provided in writing and may be delivered by:

- Personal delivery
- Certified mail
- Overnight delivery service
- Email
- Electronic signature platform
- Other written method agreed upon by the Parties

Notice shall be deemed received upon confirmed delivery or transmission.

Headings

Section titles and headings are provided solely for convenience and shall not affect the interpretation of this Agreement.

Interpretation

This Agreement shall be interpreted fairly and not strictly against either Party based upon authorship.

Force Majeure

Neither Party shall be liable for delays or failures to perform resulting from causes beyond their reasonable control, including but not limited to natural disasters, severe weather, acts of government, labor disruptions, utility failures, internet outages, public health emergencies, or other unforeseeable events.

Performance shall resume as soon as reasonably practicable after the affected condition ends.

PART VI — Acknowledgments

Section 27 — Agreement & Acknowledgments

This **Estate Transition & Liquidation Management Agreement** establishes the general terms and conditions governing the professional Estate Transition & Liquidation Management Services provided by Rare Find Estate Sales, LLC.

This Agreement is incorporated into and made part of each accompanying **Estate Transition Project Agreement** executed between Rare Find Estate Sales, LLC and the Client.

The accompanying **Estate Transition Project Agreement** identifies the project-specific services authorized by the Client, including the approved Project Classification, Liquidation Strategy, compensation structure, project timeline, Good Faith Deposit, authorized services, and any other terms unique to the Estate Transition Project.

Rare Find Estate Sales may also provide the Client with the **Rare Find Estate Sales Selling Solutions Guide**, which serves as an informational resource designed to explain the various Project Classifications, Liquidation Strategies, commission structures, and available service options offered by Rare Find Estate Sales. The Selling Solutions Guide is intended to assist Clients in understanding the professional recommendations made for their Estate Transition Project but does not modify, amend, or replace the terms of this Agreement or the Estate Transition Project Agreement.

Together, this Estate Transition & Liquidation Management Agreement and the accompanying Estate Transition Project Agreement establish the complete legal agreement between the Parties. The Selling Solutions Guide is provided solely to educate Clients regarding available selling strategies and service options and to promote transparency throughout the Estate Transition process.

Client Acknowledgments

By executing the accompanying **Estate Transition Project Plan Agreement**, the Client acknowledges and agrees that:

- They have been provided access to this Estate Transition & Liquidation Management Agreement for review.
- They have received the accompanying Estate Transition Project Agreement.
- They have received the Rare Find Estate Sales Selling Solutions Guide as an informational resource.
- They understand that the Estate Transition Project Agreement identifies the specific services, Project Classification, Liquidation Strategy, compensation structure, project timeline, Good Faith Deposit, and other project-specific terms approved for their Estate Transition Project.
- They understand that this Estate Transition & Liquidation Management Agreement establishes the general terms and conditions governing the Estate Transition Project.
- They understand that the Selling Solutions Guide is intended to explain Rare Find Estate Sales' available Project Classifications, Liquidation Strategies, commission structures, and service options, but does not modify the legal rights or obligations established by this Agreement or the Estate Transition Project Agreement.
- They understand the services being authorized for their Estate Transition Project.

- They have had sufficient opportunity to ask questions regarding these documents.
- They have received satisfactory answers to their questions.
- They possess the legal authority to authorize the services described herein.
- They understand that Rare Find Estate Sales, LLC cannot guarantee specific sales results, attendance, selling prices, or financial outcomes.
- They agree to cooperate in good faith throughout the Estate Transition Project.

Rare Find Acknowledgment

Rare Find Estate Sales, LLC agrees to perform the authorized services in accordance with this Agreement, exercising reasonable professional care, integrity, transparency, and sound business judgment throughout the Estate Transition Project.

Professional Standards & Ethics

Rare Find Estate Sales, LLC believes that every Estate Transition Project deserves thoughtful planning, professional guidance, and respectful service.

We are committed to conducting every project with integrity, honesty, professionalism, transparency, and respect for our Clients, their families, their property, and the memories represented within each estate.

Our objective is not simply to liquidate personal property, but to help guide Clients through significant life transitions with organized project management, ethical business practices, clear communication, and personalized service.

We believe that trust is earned through accountability, professionalism, and consistently acting in the Client's best interests while maintaining fair and ethical business practices.

Entire Agreement: The Estate Transition Project Agreement is the document executed by the Parties and incorporates this Master Agreement by reference.This Estate Transition & Liquidation Management Master Agreement, together with the executed Estate Transition Project Plan Agreement and any written amendments, addenda, exhibits, or Change Orders, constitutes the complete agreement between the Parties concerning the Estate Transition Project and supersedes all prior discussions, negotiations, representations, or agreements relating to the subject matter herein.

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ESTATE SALES