



**SUBJECT ESTATE:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**CONSIGNEE: LARRY RUHSTALLER,  
RUHSTALLER'S THE CAMEL AND THE BEAR**

**OWNER/CONSIGNOR:** \_\_\_\_\_

**SALE DATE(S):** \_\_\_\_\_

It is hereby mutually agreed between Estate Consignee and \_\_\_\_\_, Owner, which the subject property will be sold at public sales on the date(s) and location(s) set out by agreement or at Ruhstaller's Camel and The Bear, 1224 West Fremont Street, Stockton CA.

**Title to Property:** Owner alleges that they own and have good title to all subject property for sale and it is free of mortgage or encumbrance.

**Warranty:** Owner represents and warrants to Consignee that the statements are true and correct as of the date hereof. Owner and Consignee are individuals having full power and authority to enter into this agreement and any other necessary documents, and to carry out its obligations and to consummate the transactions contemplated hereby.

**OPTIONS:**

**Consignor/owner elects to place items on premise 60/40 split 60-day limit**

**Consignor/owner elects to hold an off-premise estate sale 60/40 split**

**Consignor/owner elects to list Real Property with  
Kitty Ruhstaller, REALTOR and to an onsite estate sale 70/30 split**

**Consignor/owner elects to include on-line marketing fee of \$10**

**Consignor/owner elects to sell by appointment only 85/15 split – consignor  
provides all photography**

**Consignor/owner elects to sell by appointment only 80/20 split – C & B to  
assist in photograph**

## **TERMS STORE CONSIGNMENTS:**

1. All items consigned to Ruhstaller's for sale will be sold as selected above. Any item sold above \$5,000.00 will receive an 80/20 split.
2. Ruhstaller's reserves the right to reduce the price of any item after 30 days.
3. After 60 days the split will go to 50/50 unless otherwise agreed.
4. After 90 days if the item(s) have not sold at any price, the owner will need to renegotiate the contract, donate the items to charity or pick up the item(s).

## **GENERAL TERMS:**

**Consignee is to conduct the sale by the following methods: on-site, storefront, internet and via the website through PayPal and additional credit cards. Consignee reserves the right to set prices at a reasonable sales tag. The quality of the item will set the price that someone will pay. If the owner or seller has minimums – those need to be agreed upon before the sale.**

The sum paid to the Consignee is to be deducted from the proceeds of sale and the remainder paid to the Owner on within one month of sale. Said payment, in the form of a check, is to be rendered and considered payable upon delivery as though all checks have been paid and that ample monies are available to pay said check from Consignee.

Labor used in conjunction with the sale is to be the sole responsibility of the consignee, including salary, taxes, insurance, and Worker's Compensation for set up and sale days only.

For Larger Collections and Estates, Owner and Consignee will agree upon labor and transportation provisions and such agreements will be in writing. Inventory more than 25 or more items to be provided by the owner or by agreement included with addendum to contract.

**We can put you in touch with individuals that can assist with packing at \$15.00 per hour plus cost of packing materials. Moving fees are the owner's responsibility and we can assist with recommendations. Packers and movers will be paid direct by the seller. These are not TCB employees and TCB is not responsible for their scheduling or payment. Clean up after an on-site will be billed on times and materials. Any runs to dispose or donate unsold items will be billed on time and materials.**

The Consignee may list the items, if there are less than twenty-five items, but for estates and larger collections in excess of twenty-five, the lists may be less specific on the initial listing sheets, the items will be listed with more detail when scheduling for auction. TCB reserves the right to turn away items that are of low value or not appropriate for auction at TCB.

Ruhstaller's will be responsible for designing, placing and paying for all advertisement for the Estate Sale or consignment up to \$50.00. Any additional costs will be paid for by the owner/consignor or trustee of the Estate as agreed upon after review of marketing materials.

Consignee is to promote each property in order to sell that property at the highest price established for sale.

Should said sale be canceled or agreed upon items removed for any reason by Owner, other than by an agreement between Owner and Consignee in writing, then Consignee will be entitled to any reasonable fees and expenses incurred. Articles sold after Consignee has executed this agreement and has taken final inventory and priced property for sale will be subject to the percentage fee set out herein based upon either value or sale price.

Consignee is bonded up to \$20,000.00 and insured for \$2,000,000.00 for in store items. Consignee guarantees payment of all checks he accepts for payment of property sold at the sale. Said checks are to be retained by the Consignee first toward payment of fee and the remainder, in the form of check to the Owner.

**Mandatory Meet and Confer.** In the event of any Disagreement, the Parties shall meet and confer in good faith in an attempt to resolve the dispute. As used herein, “meet and confer in good faith” shall mean that each Party, or such representatives as he or she or it may designate, shall have the mutual obligation to meet and confer in writing, by telephone, or in person as the circumstances may warrant and to continue for a reasonable period of time in order to freely exchange opinions and proposals and to endeavor to reach an agreement on any Disagreement, including all matters in Dispute.

**Mandatory Mediation:** If a full and complete resolution of any Disagreement is not reach within sixty days (60) days after service of a written request to meet and confer, any unresolved Disagreement, shall be referred to mandatory mediation before a third party qualified neutral and mutually agreeable to the Parties. The mediation shall be conducted in Stockton, CA. The Parties to the mediation shall equally share the cost of the mediation.

**Mandatory and Binding Arbitration:** If a full and complete resolution of any Disagreement that is subject to the mandatory mediation above is not reached within ninety days after mediation the Parties hereby agree to have the matter referred to Binding arbitration before a qualified third party neutral and mutually agreeable to the Parties. The Arbitration shall be conducted in Stockton CA. Without regard to the choice of laws, principles, the laws of the State of California shall govern such. The prevailing party shall be entitled to recover all fees, expenses and costs of the arbitration, including the Prevailing Party’s reasonable attorney’s fees. If Litigation should arise jurisdiction remains in Stockton and reasonable attorneys fees shall be awarded to the prevailing party.

**Entire Agreement.** This Agreement and any addendum to be delivered hereunder constitute the sole and the entire agreement of the parties to this agreement with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

\_\_\_\_\_  
Frank L. Ruhstaller, Consignee

\_\_\_\_\_  
Owner/Consignor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated