Exhibit A

AGREEMENT

This is an Agreement for services that Commercial Liquidators of America ("CLA") will render to Chi-Chi's, Inc. ("CC" or "Debtors"), including but not limited to the disposition of restaurant equipment through auction. It is understood between the Parties that CLA is an independent contractor and will not be considered an employee or partner of the Debtors in any manner. Any amendment or modification of this Agreement must be in writing; further, this Agreement and any modifications are subject to U.S. Bankruptcy Court approval as CC is a Debtor in Possession.

NOW, THEREFORE, in consideration of the agreements contained herein, the Parties hereto agree as follows:

1. CLA agrees to auction all restaurant equipment at assigned restaurants, as agreed upon by CLA and Debtors;

2. CLA agrees to use best efforts to market the restaurant equipment to maximize sale proceeds in auction;

3. CLA agrees to auction the restaurant equipment on-site at each restaurant location by a time mutually agreeable to Debtor and CLA and provide a printout of each item sold with description, gross selling price and Buyers name;

4. Fees for aforementioned services, include:[1]

    a. Ten Percent (10%) of Auction Total Gross Proceeds excluding Buyer's Premium for all restaurant locations;

    b. Reimbursement of itemized advertising and marketing expenses (CLA estimates approximately Three Thousand Dollars ($3,000.00) per auction to maximize selling price of restaurant equipment);

    c. Buyer's Premium of Ten Percent (10%) of Auction Total Gross Proceeds for auction, labor and travel expenses.

5. CLA will file a report (a "Fee Report") after each Auction with an itemized list of expenses, a list of the Personal Property Sold, and the percentage earned by CLA. The Debtor will serve the Fee Report upon the Office of the United States Trustee and counsel to the Official Committee of Unsecured Creditors (collectively, the "Notice Parties). If the Notice Parties do not object within 15 days of the service of the Fee Report, the Debtor proposes to pay CLA for the above services, except for the

[1] A Buyer's Premium of 10% will be added to the Auction Total Gross Proceeds (similar in calculation to sales tax) and paid by the Buyer of equipment to Liquidators.

"buyer's premium," directly from the proceeds collected at the Auctions without further order of this Court.

This Agreement constitutes the entire proposal for the services offered and can be terminated at any time by either Party with written notice.

Chi-Chi's, Inc.

Signature

By: Anthony G. Baril
Its: President and Treasurer
Date: _____

Commercial Liquidators of America

_____
Signature

By: Ted Pollard
Its: President
Date: _____

"buyer's premium," directly from the proceeds collected at the Auctions without further order of this Court.

This Agreement constitutes the entire proposal for the services offered and can be terminated at any time by either Party with written notice.

Chi-Chi's, Inc.	**Commercial Liquidators of America**
_____	_____
Signature	Signature
By: Anthony Baril	By: Ted Pollard
Its: CFO	Its: President
Date: _____	Date: 1/28/04