

ABSENTEE BID INFORMATION

CATALOG #

DESCRIPTION

MAXIMUM BID \$

I agree that I am bound by the Conditions of the Auction which are published in this catalog for the sale and govern all purchases at auction that I make. I authorize the Western Art Association at its discretion to check my credit and obtain my credit references.

Signed: _____

Phone: _____ Will Pick Up ()

Name: _____

Please Ship To: _____

Address: _____

Preferred Method of Shipment: _____

Please bill my (including shipping charges) Mastercard Visa Card # _____ Exp. ____ / ____

Comments _____

ABSENTEE BIDS

If you are unable to attend the auction in person and, after reading our Conditions of the Auction, you want us to bid for you on any item or items, following is the process:

1. Please list the item number(s) on a copy of the form below including the title of the artwork and the highest amount you are willing to pay for each piece. In the event of identical bids, the earliest received will take precedence.
2. On the day of the sale, our representative will try to purchase the item(s) you have indicated for the lowest price possible. Your highest bid will not be exceeded. The Western Art Association offers this service as a convenience to you but will not be held responsible for failure to execute bids or for any errors in executing bids.
3. You will be notified if you are successful and the amount of your purchase will be applied to your charge account. It is necessary to provide your credit card information prior to bidding. If you prefer to pay by check, credit card information is still initially required. If you are successful, artwork will be shipped upon credit card or check approval.
4. All sales are subject to the Conditions of Auction printed in the catalog.
5. All bids are kept in strict confidence.
6. Shipping costs are the responsibility of the Buyer.
7. Buyer is responsible for payment of a 10% buyers premium which is added to the full and final cost of the purchase item.

CONDITIONS OF ALL AUCTIONS

The property described in this catalog will be offered and sold at auction by the Western Art Association as agent for the "Consignor" upon the following conditions:

1. The Western Art Association and Auctioneer assume no risk, liability or responsibility for the authenticity of the authorship of any property identified in this catalog (that is, the identity of the creator, of the period, culture, source or origin with the creation of any property as identified herein).
2. The Western Art Association reserves the right to withdraw any property at any time before the actual sale.
3. All property is sold "as is" and neither the Auctioneer or the Western Art Association make any warranties or representations of any kind or nature with respect to the property, and no statement in the catalog or statement made at the sale or elsewhere shall be deemed such a warranty or representation.
4. Unless otherwise announced by the Auctioneer at the time of sale, all bids are per lot as numbered in the printed catalog.
5. Sealed bids can be accepted with prior arrangement.
6. Each bidder will register and receive a bidding number. Each bidder will use his or her own number. Subject to these conditions, the highest bidder for each lot whose bid is accepted shall be the purchaser; but the Auctioneer reserves the right to refuse any

bid without cause or to withdraw any lot before the fall of the Auctioneer's hammer. On the fall of the Auctioneer's hammer, title to the offered lot will pass to the highest bidder who thereupon assumes full risk and responsibility thereof, will sign the Buyer's Agreement which will be brought to him/her (one copy to be retained by buyer) and will pay purchase price thereof or such as is required.

7. In the event of any dispute between bidders, the Auctioneer shall have sole and final decision either to determine the successful bidder or re-offer the article in dispute.
8. If the Auctioneer determines that any opening bid is not commensurate with the value of the article offered, he may reject the same and withdraw the article from sale; and if, having acknowledged an opening bid, he decides that any advance thereafter is not of sufficient amount, he may reject the advance.
9. Successful bidders will report to the Cashier's Desk to pay for their purchases with cash, check, Visa, or MasterCard. Checks shall be made payable to Western Art Association or WAA. All property shall be removed from the possession of the Western Art Association Auction Cashier not later than 30 minutes following each auction. Purchasers shall forfeit their deposit as liquidated damages or failure to comply with any of these conditions of sale; or the owner may put up for sale again the same items under these terms of sale and

the purchaser shall be held liable for any deficiency and cost resulting from such resale and any other incidental or consequential damages including costs and attorney's fees sustained by the owner.

10. All sales are final. There shall be no exchanges or refunds on items.
11. Items shall be removed only upon presentation of a paid receipt.
12. All shipping costs (for shipment other than pick-up) are the responsibility of the buyer.
13. **Buyer is responsible for payment of a 10% buyer's premium that is added to the full and final cost of the purchased item.**

