

LITCHFIELD Auctions

BID CARD # _____

SALE DATE _____

ALL BIDS MUST BE RECEIVED BY 3 PM ON THE DAY PRECEDING THE SALE

AN OPENING BID OF \$500 OR HALF THE LOW ESTIMATE (WHICHEVER IS HIGHER) REQUIRED FOR A PHONE BID

NAME _____ RESALE # _____ ST _____

ADDRESS _____ PHONE # _____

CITY, ST, ZIP _____ ALTERNATE # _____

EMAIL _____ PHOTO ID _____

CREDIT CARD # _____ EXP. DATE _____ CVV CODE _____

PAYMENT DATE _____ METHOD _____ AMOUNT _____

Lot #	Lot Title	Maximum Bid (Excluding buyers premium)

This Litchfield County Auctions, Inc. ("LCA") Bid Form may be used by a prospective Bidder ("Bidder") for several purposes; to register to bid in person at LCA's gallery, to request that LCA makes absentee bids on the Bidder's behalf, and/or to request LCA's assistance in bidding by telephone. In addition, this Bid Form may be used as a receipt for purchased Lots.

By signing this Bid Form, the Bidder indicates that the bidder has read, understood and accepted the terms and conditions of sale ("Terms and Condition") of LCA as set forth on the reverse side of this Bid Form and on LCA's website. The Bidder agrees to comply with and be bound by the Terms and Conditions.

If the Lot description section of this Bid Form has been completed, the Bidder hereby requests and authorizes LCA to place bids on behalf of the Bidder as indicated above. The Bidder understands and agrees that LCA will use its best efforts to place requested bids as a courtesy and that LCA shall not be responsible for an error, omission or failure in the execution of bids or otherwise. The Bidder understands that competitive bids may be placed by other parties on multiple auction platforms and that determining the successful bidder is at the discretion of LCA. Cred card information submitted on this Bid Form may, at LCA's discretion, be used to process payment as a credit card charge if the total amount of all purchases plus the Buyer's Premium is less than \$5,000.00.

25% BUYER'S PREMIUM WILL BE ADDED TO THE SUCCESSFUL BID AMOUNT 11/13/17

Signature: _____ **Date:** _____

LITCHFIELD Auctions

TERMS AND CONDITIONS OF SALE

Bidding in any manner at any of Our auctions or purchasing at any of Our sales indicates that You have read, understood and accepted the following terms and conditions of sale (“Terms and Conditions”). By so bidding/purchasing You agree to comply with and be bound by these Terms and Conditions.

1. *Definitions.* The following terms, definitions and references apply to these Terms and Conditions:

(a) “Bidder”, “You” and/or “Your” refer to a person or entity who bids at an auction or purchases at a sale conducted by LCA (see definition below).

(b) “Buyer’s Premium” is a payment due LCA from a Purchaser equal to 25% of the Successful Bid Amount of a Lot at auction or the purchase price of an Item in a sale (see definitions below). The Buyer’s Premium is due and payable by the Purchaser in addition to the Successful Bid Amount or the purchase price as part of the Total Purchase Price (see definitions below).

(c) “Commitment Fee” (as applicable) is defined in Paragraph 13 below.

(d) “Consignor” refers to a person who has consigned Property to LCA for auction or sale (see definitions below).

(e) “LCA”, “We”, “Us”, “Our” and/or “Auctioneer” refer to Litchfield County Auctions, Inc.

(f) “Property”, “Lot” and/or “Item” refer to one or more pieces of personal property identified for auction or sale by LCA.

(g) “Purchaser” refers to a person who is determined by LCA to be the successful Bidder for Property at an auction or who purchases Property at a sale.

(h) “Reserve” (as applicable) is defined in Paragraph 11 below.

(i) “Successful Bid Amount” is the highest bid for Property acknowledged by LCA at an auction.

(j) “Total Purchase Price” is the Successful Bid Amount at an auction or the purchase price at a sale plus the Buyer’s Premium. In addition to the Total Purchase Price other fees, charges and taxes may apply and are due and payable with the Total Purchase Price.

2. *No Representation, Warranty or Guaranty; Duty to Inspect.* All Property is sold in “AS-IS” / “WHERE-IS” condition and neither LCA or the Consignor makes any representation,

warranty or guaranty, express or implied, about any Property as to authenticity, origin, description, provenance, condition, attribution, age, date, value, restoration, repair or any other matter, including merchantability or fitness for a particular purpose. No catalog, written material, photograph or statement by LCA, its employees or agents, shall be deemed a representation, warranty or guaranty as to any Property described or portrayed. Estimates of value provided in any catalog represent Our opinion of a range of possible values. Actual prices realized can fall below or above this range. Any indications of measurement are approximate. Prospective Bidders are responsible for making all inspections of and determinations about Property, in person or through an agent, before bidding.

3. *Withdrawal.* We reserve the right to withdraw any Property from auction or sale at any time for any reason.

4. *Payment; Pickup; Loading; Storage.* Payment of the Total Purchase Price of Property plus applicable fees, charges and taxes must be made in full by wire transfer or other acceptable method within seven (7) days after the date of sale of said Property. After approval by LCA, which it may withhold in its discretion, payment in an amount less than \$5,000.00 may be made by acceptable credit card. Property will not be released to You or Your agent until full payment has been made as provided above. Purchased Property must be picked up within fourteen (14) days after the date of sale of said Property. LCA will not be responsible for packing purchased Items or arranging shipping. Packing and loading of Property at LCA's gallery (or elsewhere) is the responsibility of the Purchaser. LCA may offer assistance, but neither LCA nor its employees or agents shall be liable for any damages or accidents that occur in handling, moving, lifting, loading or packing of Property or thereafter (as, for example, during transit). A storage fee of \$10.00 per Lot per day begins accruing on the 15th day after the date of sale.

5. *Remedies for Nonpayment.* If a Purchaser fails to pay the Total Purchase Price of Property plus applicable fees, charges and taxes in full by wire transfer or other acceptable method within seven (7) days after the date of sale, in addition to other remedies available to Us and the Consignor by law, including without limitation the right to hold the Purchaser liable for all sums due together with costs of collection, including attorneys' fees, We may retain as damages all payments made by the Purchaser. In addition to such remedy We may at Our option (a) cancel the sale and/or (b) resell the Property at public auction or by private sale without reserve, and the Purchaser will be liable for any deficiency, handling charges, expenses of both sales, Our commission on both sales at Our regular rates, all other fees and charges due hereunder, and all other costs and expenses, including attorneys' fees and incidental damages. In addition, a Purchaser defaulting hereunder will be deemed to have granted Us a security interest in, and We may maintain as collateral security for such Purchaser's obligations to Us, any Property in Our possession owned by such Purchaser. We shall have all of the rights afforded a secured party under the Connecticut Uniform Commercial Code with respect to such Purchaser. We reserve the right to hold Property purchased at an auction or sale until payment has been made in full by wire transfer. Payment will not be deemed to have been made until We have received payment in full of the Total Purchase Price of Property plus applicable fees, charges and taxes by wire transfer or other acceptable method.

6. *Right to Reject Bids; Disputes.* We reserve the right to reject any bid. The highest Bidder acknowledged by the Auctioneer will be the Purchaser. In the event of any dispute or question regarding a bid, the Auctioneer will have sole and final discretion to determine the Purchaser or to withdraw or re-offer the Property for auction or sale. If any dispute arises after an auction or sale, Our records shall be deemed determinative. At Our discretion We may accept order bids or telephone bids, but We are not responsible for any errors or omissions in

connection with any such bids.

7. *Bidding.* If the Auctioneer decides that the amount of the opening bid is less than the value of the Property being offered, the Auctioneer may reject the bid and remove the Property from sale. If, having accepted an opening bid, the Auctioneer decides that an advance is not sufficient, the Auctioneer may reject the advance.

8. *Recognized Buyer.* After the Auctioneer's indication that a Lot has been sold, ownership rights to the Lot will pass to the highest Bidder acknowledged by the Auctioneer upon fulfillment by such Bidder of all the conditions set forth herein. At the conclusion of bidding for a specific Lot, the Bidder (a) assumes full risk and responsibility for the Lot, and (b) is firmly committed to pay the Total Purchase Price of the Lot.

9. *Sales Tax.* Unless exempt by law, a Purchaser will be required to pay Connecticut sales tax or any applicable compensating tax of another state on the applicable portion of the Total Purchase Price. All Property picked up at Our gallery or shipped or delivered to an address in Connecticut is subject to Connecticut sales tax, unless a valid resale number and certificate are provided to LCA by the Purchaser. If You have a resale number, We can provide a resale certificate for Your completion.

10. *Right to Publicize.* You hereby grant to LCA, and LCA reserves, the right to retain, publish and use for any purpose (including publicity) any information, photographs and written materials relating to Property. LCA may exercise said rights before, during or after an auction or sale and whether or not the Property in question was sold. LCA may publish said information and photographs on LCA's website or disclose it in any manner and to whomever LCA elects.

11. *Reserve.* Some Lots may be subject to a reserve ("Reserve"), which is the confidential minimum price below which a specific Lot will not be sold. A Reserve may be agreed upon between LCA and the Consignor or it may be established by LCA in its sole discretion. LCA may implement a Reserve by opening the bidding process on behalf of the Consignor and then LCA may bid on the Lot until the amount of the Reserve has been reached. LCA may place successive or consecutive bids for a Lot or LCA may bid in response to bids place by other Bidders. In instances in which LCA has an ownership interest in a Lot, LCA may bid up to the Reserve to protect such interest. In certain circumstances, a Consignor may pay LCA an amount agreed upon between the parties to "buy in" a Lot if the Reserve has not been reached. If LCA decides that any opening bid is below the Reserve of the Lot, LCA may reject the bid and/or withdraw the Lot from auction.

12. *Agency.* Property offered for sale by LCA is offered in LCA's capacity as agent for one or more Consignors. The sale of Property occurs from the Consignor of the Property to the Purchaser. If Property is owned by LCA, the sale occurs from LCA to the Purchaser.

13. *Commitment Fee.* In certain instances, LCA may require that a prospective Bidder pay to LCA a commitment fee ("Commitment Fee") in order to place a valid bid on Property. The amount of any Commitment Fee would be set by LCA in its discretion. A Bidder would be obligated to pay the Commitment Fee before or concurrently with the Bidder's initial bid in order for said bid to be valid. If LCA acknowledges a Bidder who has paid a Commitment Fee as the Purchaser of Property, the amount of the Commitment Fee will be applied to payment of the Total Purchase Price of the Property. If a Bidder who has paid a Commitment Fee is not acknowledged by LCA as the Purchaser, any Commitment Fee paid by that Bidder would be refunded. If a Bidder who has paid a Commitment Fee fails to pay the Total Purchase Price of Property by wire transfer (or other acceptable method) within seven (7) days after the date of

sale of the Property, said Bidder will irrevocably forfeit any Commitment Fee paid in its entirety. Failure by a Purchaser to pay the Total Purchase Price of Property by wire transfer (or other acceptable method) within seven (7) days after the date of sale will be considered a default of these Terms and Conditions and said Commitment Fee will be deemed irrevocably forfeited to LCA as partial damages due LCA on account of the Purchaser's default.

14. *Multiple Auction Bidding Platforms and Methods.* LCA conducts auctions through multiple auction bidding platforms. A Bidder may participate in LCA's auctions in person at LCA's gallery, by telephone, by submission of written order, or online using LCA's auction bidding platform or other auction bidding platforms. In the event of any dispute or question regarding a bid, LCA will have sole and final discretion to determine the Purchaser.

15. *Limit of Liability.* In no event will We be liable to a Purchaser for any reason for an amount that exceeds the portion of the Total Purchase Price actually paid.

16. *Time of the Essence.* By submitting a bid on Property You indicate Your agreement to these Terms and Conditions and further agree that time is of the essence with respect to Your obligations under these Terms and Conditions.

17. *Severance Provision.* In case any one or more of the provisions contained in these Terms and Conditions shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions, but these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. If, moreover, any one or more of the provisions contained in these Terms and Conditions shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the fullest extent compatible with applicable law.

18. *Governing Law.* These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Connecticut. By bidding at any of Our auctions in any manner, whether in person or by agent, whether in writing, by telephone or by other means, You shall be deemed to have submitted to the exclusive jurisdiction of the courts of Connecticut, and if applicable, to the federal courts sitting in Connecticut.

19. *Modification.* LCA reserves the right to waive or modify these Terms and Conditions from time to time. You may not waive or modify these Terms and Conditions and any attempted waiver or modification of these Terms and Conditions by You will be deemed to have no legal force or effect.

9/15/17

Signature: _____

Date: _____

BUYING, PAYMENT and PICK-UP

For all auction or sale items, payment of the total purchase price plus applicable fees, charges and taxes must be made in full by wire transfer or other acceptable method within seven (7) days after the date of sale. Invoices will be emailed at the close of the auction and will include the Buyer's Premium of 25% along with other fees, charges and taxes to the extent they apply and are known at such time. If certain fees, charges and taxes are not known at the time the initial invoice is issued, a supplemental invoice may be issued later. After approval by Litchfield County Auctions, Inc. ("LCA"), which LCA may withhold in its discretion, payment in an amount less than \$5,000.00 may be made by acceptable credit card. Property will not be released to You or Your agent until full payment has been made as provided herein. Purchased items must be picked up within fourteen (14) days after the date of sale. LCA reserves the right to obtain written assurance that any payment has been received and cleared. A fee of \$30.00 will be charged for any payment which fails to clear for any reason. No merchandise will be released until payment in full has been received and cleared.

SALES TAX: Unless exempt by law, a purchaser will be required to pay Connecticut sales tax or any applicable compensating tax of another state that LCA may be required to collect. All purchased property picked up at our gallery or shipped or delivered to an address in Connecticut is subject to Connecticut sales tax, unless a valid resale number and certificate are provided to LCA by the purchaser. If you have a resale number, we can provide a resale certificate for your completion.

PICK-UP and LOADING: Items located at LCA's gallery may be picked up Monday through Friday between 9:30AM and 4:30PM every day during the week following the auction. If you cannot pick up during those times, please contact us to make an appointment for pick-up. Should you be a successful bidder the address of LCA's gallery for pick-up is 425 Bantam Road (Rte. 202), Litchfield, CT 06759.

SHIPPING and DELIVERY: LCA advises prospective bidders to obtain shipping quotes before placing bids. LCA will not be responsible for packing items or arranging shipping. Packing and loading of items at LCA's gallery (or elsewhere) is the responsibility of the purchaser. LCA may offer assistance, but neither LCA nor its employees or agents shall be liable for any damages or accidents that occur in handling, moving, lifting, loading or packing of items or thereafter (as, for example, during transit). Packing, shipping and insurance fees are an additional and separate expense. Please contact your preferred shipper directly for quotes and to make arrangements for shipping and delivery of your items. Once payment for your auction purchase has been cleared, merchandise will be released to your designated recipient or shipper.

STORAGE FEES: Items which have not been picked up within fourteen (14) days after the date of sale (or for which pick-up arrangements approved by LCA have not been made within said fourteen(14) day period) will be subject to a \$10.00 per lot per day storage fee. The storage fee will begin to accrue on the 15th day after the date of sale.

Signature: _____

Date: _____