

Coeur d'Alene Art Auction

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cdaartauction.com

2024 LIVE ONLINE AUCTION ABSENTEE & PHONE BID FORM

1. Absentee bids are executed alternately in competition with the bidders in attendance. It is possible, due to the variations in bidding patterns, that a lot may be won by the audience for the same amount authorized by an absentee bidder. A (+) sign to the right of the bid amount will authorize the absentee bidder to bid one additional bid. In the event of identical bids, the first bid received will take precedence.
2. This service is offered as a convenience at no charge; however, the Coeur d'Alene Art Auction will not be held responsible for error or failure to execute bids.
3. If successful, you will be contacted. Payment is due immediately upon notification. Confirm emailed, faxed, or mailed bids by emailing info@cdaartauction.com or calling 208-772-9009.
4. A buyer's premium of 21% of the final bid price of each lot up to and including \$1,000,000 and 15% of the excess of the final bid price above \$1,000,000, plus any applicable sales tax, will be added to the auctioneer's hammer price. The buyer's premium is calculated separately for each lot. Payment up to \$10,000 may be made by Visa/Mastercard, balance to be paid by check/wire.
5. All bids are subject to the Terms & Conditions of Sale and Information for Buyers.
6. All absentee & phone bids must be received by November 8, 2024. Absentee Bid Phone Bid

LOT NUMBER	DESCRIPTION	PRICE LIMIT (Absentee only – does not include buyer's premium)

Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____
Email: _____ Phone to call day of sale: _____
Visa/MC #: _____ Backup phone: _____
Expiration Date: _____ Security Number: _____ Signature: _____

Bids will not be executed without signature. Signature denotes that you agree.

ALL ABSENTEE & PHONE BIDS MUST BE RECEIVED BY NOVEMBER 8, 2024
Live online & absentee bidding available at no additional fee – cdaartauction.com/Bidsquare

TERMS & CONDITIONS OF SALE

The following Terms & Conditions of Sale are the Coeur d'Alene Art Auction's and its consignors' entire agreement with the purchaser relative to the property listed in this catalog. These Terms & Conditions of Sale and all other contents of this catalog are subject to amendment during or before the sale. The property will be offered by the Coeur d'Alene Art Auction as agent for the consignors, unless the catalog indicates otherwise.

1. The Coeur d'Alene Art Auction operates as an agent of the seller only. It is not responsible in the event any buyer or seller at the auction sale fails to live up to their respective agreements, including failure of the seller to deliver any property to buyers. The purchase price will be the sum of the final bid price plus a buyer's premium of 21% of the final bid price of each lot up to and including \$1,000,000 and 15% of the excess of the final bid price above \$1,000,000, plus any applicable sales tax. The buyer's premium is calculated separately for each lot.

2. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalog. Successful bidders shall pay for their purchases during or immediately following the auction. Payment may be made by cash, credit card, or check made payable to the Coeur d'Alene Art Auction. Credit card purchases cannot exceed \$10,000 regardless of the number of lots. The Coeur d'Alene Art Auction accepts Visa and Mastercard only.

3. All sales are final, with no exchanges or refunds. Title to the lot passes to buyer upon the fall of the auctioneer's hammer and the announcement by the auctioneer that the lot has been sold, subject to compliance by the buyer with all other Terms & Conditions of Sale. The buyer assumes full risk and responsibility for the lot and shall immediately pay the full purchase price. In addition, buyer may be required to sign a confirmation of purchase. We reserve the right to impose a late charge of 18% per annum of the total purchase price if payment is not made in accordance with this paragraph.

4. No lot may be removed from the premises until the buyer has paid the purchase price in full. Subject to the foregoing, all lots are to be paid for and removed from our premises at the buyer's expense within twenty-four hours after the conclusion of the auction. Buyer may make arrangements with representatives of the Coeur d'Alene Art Auction for shipment of purchased items. However, such shipping is at the entire risk of buyer, as the Coeur d'Alene Art Auction shall not be responsible for acts or omissions in shipping or packaging or those of other carriers, whether recommended or selected by the Coeur d'Alene Art Auction or not.

5. Unless exempt by law, the purchaser is required to pay Nevada state and local sales taxes, except on out-of-state shipments. Like all out-of-state sellers, the Coeur d'Alene Art Auction is required to collect sales tax from buyers in states where economic nexus has been reached. When this occurs, applicable state and local sales taxes will be included on the invoice. Buyers with valid resale certificates on file with the auction house will continue to be exempt from being charged sales tax, regardless of where the artwork is shipped. All out-of-state sales taxes will be computed in real time with sales tax tracking software and will be based on the delivery location.

6. Some items may be offered with a "reserve," which is the minimum price below which the lot will not be sold. The Coeur d'Alene Art Auction may act to protect the reserve by bidding through the auctioneer. The auctioneer may open bidding on any lot below the reserve by placing a bid on behalf of the consignor. The auctioneer may continue to bid on behalf of the consignor up to the amount of the reserve, either by placing consecutive

bids or by placing bids in response to other bidders. In no event shall the reserve exceed the low estimate listed in the catalog.

7. All property will be sold "AS IS," and the Coeur d'Alene Art Auction does not make any guarantees, warranties or representations, expressed or implied, as to merchantability or fitness for a particular purpose, the correctness of the catalog or other description of the authenticity, physical condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature or historical relevance of any property. No statement, anywhere, whether oral or written, whether made in the catalog, an advertisement, a bill of sale, a salesroom posting or announcement, or elsewhere, shall be deemed such a warranty, representation or assumption of liability. In no event shall the Coeur d'Alene Art Auction be responsible for genuineness, authorship, attribution, provenance, period, culture, source, origin or condition of the purchased property and no verbal statements made regarding this property either before or after the sale of the state property, or in any bill of sale, or invoice or catalog or advertisement or elsewhere shall be deemed such a guarantee of genuineness.

8. The Coeur d'Alene Art Auction reserves the right to withdraw any property at any time before the actual sale and shall have no liability whatsoever for such withdrawal.

9. The Coeur d'Alene Art Auction reserves the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser, subject to reserves. In the event of any dispute between bidders, or in the event of doubt as to the validity of any bid, the auctioneer shall have the final discretion to determine the successful bidder, cancel the sale, or reopen and resell the article in dispute. If any dispute arises after the sale, the Coeur d'Alene Art Auction's sale record shall be final and conclusive. The Coeur d'Alene Art Auction, at its discretion, may execute orders or absentee bids as a convenience to clients who are not present at the auction; however, the Coeur d'Alene Art Auction is not responsible for any errors or omissions in connection therewith.

10. 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 the sale; and if, having acknowledged an opening bid, he decides that any advance thereafter is not of sufficient amount, he may reject the advance.

11. Bidding increments will be as follows but may vary at the sole discretion of the auctioneer:

Estimate	Increment
\$2,000 – 5,000	\$250
\$5,000 – 10,000	\$500
\$10,000 – 20,000	\$1,000
\$20,000 – 50,000	\$2,500
\$50,000 – 100,000	\$5,000
\$100,000 – 200,000	\$10,000
\$200,000 – 500,000	\$25,000
\$500,000 – 1,000,000	\$50,000
\$1,000,000 +	Auctioneer's discretion