

# Absentee Bid Form

Absentee bid? YES

Phone bid? YES

Sale Title \_\_\_\_\_ Sale Date \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mobile # \_\_\_\_\_ Alt # \_\_\_\_\_

Email \_\_\_\_\_ Bid confirmation via email? YES

I wish to place the following bids in the sale listed above. I understand that Whitley's Auctioneers, Inc. will execute bids as a convenience, and will not be held responsible for any errors or failure to execute bids. I understand that my bids are executed and accepted as per Conditions of Sale as printed in the catalog of this sale.

Signature (Required) \_\_\_\_\_ Date \_\_\_\_\_

Lot #	Description	Bid Price

## TERMS & CONDITIONS

You can bid before the auction through [liveauctioneers.com](http://liveauctioneers.com), as a phone bid caller, absentee bidder or in person bidder on the day of the auction January 13, 2018 at The Grove Resort & Spa Orlando, Florida.

1. All property is sold as is, and neither the auctioneer nor any consignor makes any warranties or representation of any kind or nature with respect to the property, and in no event shall they be responsible for the correctness, nor deemed to have made any representation or warranty, of description, genuineness, authorship, attribution, provenance, period, culture, source, origin, or condition of the property and no statement made at the sale, or in the bill of sale, or invoice or elsewhere shall be deemed such a warranty of representation or an assumption of liability. In no event shall it be responsible for the correctness, nor deemed to have made any representation or warranty of description, genuineness, attribution, provenance or condition of the property and no statement by anyone or in the catalogue, in any advertisement, or which is made at the sale, in the bill of sale or invoice, or elsewhere, shall be deemed such a warranty or representation or an assumption of liability. Without in any way waiving the foregoing, any complaint regarding authenticity, genuineness, attribution or provenance shall be made within fourteen (14) days of the day of sale or such complaint shall be waived. All bidders acknowledge their right to have made or requested full inspection of any and all properties prior to sale and agree to be charged with all matters such inspection may have disclosed or indicated.

2. Inspection of the property is available on Friday 10 AM - 5 PM, and Saturday from 10 AM until 2 PM the day of sale in Orlando, Florida.

3. Whitley's Auctioneers, Inc. reserves the right to withdraw any property at any time before the fall of the hammer in its sole and exclusive discretion.

4. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the printed catalogue. Whitley's Auctioneers, Inc. reserves the right to determine any and all matters regarding the order, precedence or appropriate increment of bids or the constitution of lots.

5. The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders, the auctioneer shall have the sole and final discretion either to determine the successful bidder or to re-offer and resell the article in dispute. If any dispute arises after sale, the Company's sale record shall be conclusive in all respects.

6. Upon the fall of the hammer, title to any offered lot or article will immediately pass to the highest bidder as determined in the exclusive discretion of the auctioneer. Such bidder thereupon assumes full risk and responsibility for the property sold, agrees to sign any requested confirmation of purchase, and agrees to pay the full purchase price therefore or such part upon such terms as the Company may require. All merchandise purchased must be paid for and removed from the premises the day of the auction. Whitley's Auctioneers may impose, and the purchaser agrees to pay, a monthly interest charge of 1.5% of the purchase price of any lot or item lot not paid for within thirty-five (35) days of the date of sale.

Whitley's Auctioneers shall have no liability for any damage or loss to property left on its premises for more than three (7) days from the date of sale. If any property has not been removed within thirty (30) days from the date of sale, at the option of Whitley's Auctioneers (a) Whitley's Auctioneers may impose, and the purchaser agrees to pay, a monthly storage charge of 1.5% of the purchase price of any lot or portion of a lot not removed within the thirty days, and/or (b) Whitley's Auctioneers may place the merchandise in a subsequent auction, without Reserve, to be sold to the highest bidder, and after deducting the standard commission and any additional charges that may apply, remit the proceeds to the purchaser.

7. Payment is a precondition to removal. Payment shall be by cash (in house only), money order, Visa, MasterCard, American Express, certified check or similar bank draft, or PayPal. Personal checks will be acceptable only if credit has been established with Whitley's Auctioneers or if a bank authorization has been received guaranteeing a personal check. Whitley's Auctioneers reserves the right to hold merchandise purchased by personal check until the check has cleared the bank. The purchaser agrees to pay Whitley's Auctioneers a handling charge of \$25.00 for any check dishonored by the drawee. The Company will charge interest of one and one half percent (1.5%) per day on any balance remaining five (5) days after the day of sale. Any exceptions must be made upon the Whitley's Auctioneers, Inc. written approval of credit prior to sale.

## TERMS & CONDITIONS CONT'D.

8. If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Whitley's Auctioneers, Inc. may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser's breach, and/or (b) offering at public auction, without reserve, any lot or item for which the purchaser has breached any of its obligations, including its obligation to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale.

9. In no event will the liability of Whitley's Auctioneers to any purchaser with respect to any item exceed the purchase price actually paid by such purchaser for such item.

10. Shipping is the responsibility of the purchaser. Upon request, our staff will provide a list of shippers who deliver to destinations within the United States and overseas. Some property that is sold at auction can be subject to laws governing export from the U.S., such as items that include material from some endangered species. Import restrictions from foreign countries are subject to these same governing laws. Granting of licensing for import or export of goods from local authorities is the sole responsibility of the buyer. Denial or delay of licensing will not constitute cancellation or delay in payment for the total purchase price of these lots.

11. Unless the sale is advertised and announced as "without reserve", each lot is offered subject to a reserve and the Company may implement such reserves by bidding through its representatives on behalf of the Consignors. Some of the lots in this sale are offered subject to a reserve. The reserve is a confidential minimum price agreed upon by the consignor and Whitley's Auctioneers below which the lot will not be sold. In most cases, the reserve will be set below the estimated range, but in no case will it exceed the estimates listed. A representative of Whitley's Auctioneers will execute such reserves by bidding for the consignor. In any event and whether or not a lot is subject to a reserve, the auctioneer may reject any bid or raise not commensurate with the value of such lot.

12. Florida sales tax will be computed at 6%. Dealers, museums, and other qualifying parties may be exempt from sales tax upon submission of a State of Florida sales tax number prior to the start of the auction. .

13. A premium equal to 25% of the final bid price up to and including \$100,000, plus 20% of the final bid price from \$100,001 up to and including \$1,000,000, plus 12% of the final bid price from \$1,000,001 and over will be applied to each lot sold, to be paid by the buyer as part of the purchase price. Any pre sale bids must be left in writing with the Company via our website, email or by fax prior to commencement of offer of the first lot of any sale. The Company's copy of any such bid shall conclusively be deemed to be the sole evidence of same, and the Company shall not be held responsible for any failure to execute any pre sale bid.

14. Bidding on any item indicates your acceptance of these terms and all other terms printed within, posted, and announced at the time of sale whether bidding in person, through a representative, by phone, by Internet, or other absentee bid.

15. Whitley's Auctioneers and its consignors make no warranty or representation, express or implied, that the purchaser will acquire any copyright or reproduction rights to any lot sold. Whitley's Auctioneers expressly reserves the right to reproduce any image of the lots sold in this catalog. The copyright in all images, illustrations and written material produced by or for Whitley's Auctioneers relating to a lot, including the contents of this catalog, is, and shall remain at all times, the property of Whitley's Auctioneers and shall not be used by the purchaser, nor by anyone else, without our prior written consent.

16. These conditions of sale shall be construed in accordance with the laws of the state of Florida. The buyer/bidder agrees and consents to submit to the personal jurisdiction in the state and federal courts located in the venues of Miami-Dade and Broward County, Florida, United States. The prevailing party to any dispute in court related to or otherwise arising out of this agreement will shall be entitled to recover reasonable attorney's fees and court costs both at the trial and appellate level.