

## Absentee Bidder Form

Name: \_\_\_\_\_

Auction Sale Date: \_\_\_\_\_

Lot \_\_\_\_\_ Bid \_\_\_\_\_

### Billing Information:

Name on card: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Card Type:            Visa            Master Card            Discover

Credit card number: \_\_\_\_\_

Exp.: \_\_\_\_\_            CVC code: \_\_\_\_\_

Please E-mail to: [info@christianauctiongallery.com](mailto:info@christianauctiongallery.com) or fax to: 302-444-8089 All forms must be submitted prior to the start of the auction



## Terms & Conditions Agreement

The following, as amended from time to time, including by any posted notices or announcements during the sale, constitutes the entire terms and conditions, subject to any terms and conditions of, on which lots listed in the online catalog shall be offered for sale or sold by Christiana Auction Gallery. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY PRIOR TO BIDDING. Auctions are conducted under these terms and conditions and applicable state, federal and local law. Any person participating or registering for an auction agrees to be bound by and accepts these terms and conditions. Christiana Auction Gallery herein refers to and includes the company, its representatives, officers, directors, stockholders, members, managers, employees, consultants, agents, and affiliates. Any announcements or corrections made during a specific auction surpass the terms of this Payment and Bidder Agreement for such auction.

All bids are subject to a non-refundable 25% buyer's premium (20% for in-house absentee and phone bids) which shall be added to a successfully placed bid upon sale of each lot, any applicable local sales tax, and shipping and handling. Any bidder that represents a purchaser is personally and individually responsible for any obligations of the purchaser set forth in these terms and conditions. All purchasers purchasing pursuant to a valid resale license will need to provide appropriate documentation for removal of state sales tax.

On the fall of the auctioneer's hammer, the highest bidder shall be deemed to have purchased the offered lot in accordance with all of the conditions set forth herein and thereupon (a) assumes full risk and responsibility therefor (b) if requested will sign a confirmation of purchase thereof, and (c) will pay the purchase price in full. Christiana Auction Gallery reserves the right to withdraw any lot at any time before the actual sale. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the catalog and no lot shall be divided for sale.

The Company reserves the right to reject a bid from any bidder. The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders, or in the event the auctioneer doubts the validity of any bid, the auctioneer shall have sole and final discretion either to determine the successful bidder or to re-offer and resell the lot in dispute. If any dispute arises after the sale, the Company's sales records shall be conclusive in all respects. In the event of a tie bid between an absentee bidder and a live bidder, the lot will be sold to the live bidder.

If a lot is offered subject to a reserve (the confidential minimum price below which the lot will not be sold), Christiana Auction Gallery may implement such reserve by bidding on behalf of the consignor, whether by opening bidding or continuing bidding until the reserve is obtained, by placing consecutive bids or bids in response to other bidders. Consignors shall not be permitted to bid on their own items.

While Christiana Auction Gallery has endeavored to catalog and describe the lots correctly all property is sold as is and neither Christiana Auction Gallery nor the consignor makes any guarantees, warranties or representations, expressed or implied, with respect to the property or the correctness of the catalogue or other, physical condition, size, quality, rarity, importance, provenance, exhibitions, literature or historical relevance of the property or otherwise, except where applicable under the Terms of Conditions

for Fine Art (applies ONLY to Fine Art). No statement anywhere, whether verbal or written, shall be deemed such a guarantee, warranty or representation. We strongly recommend that you or your agent personally inspect all items before bidding. Any condition statement is given as a courtesy to a client. It is only an opinion and should not be treated as a statement of fact. Christiana Auction Gallery shall have no responsibility for any error or omission. The absence of a condition statement does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections, or the effects of aging. Christiana Auction Gallery will guarantee the authenticity of all items. If the item in question is not authentic we will issue a full refund once item is returned to us in the original condition. Catalogs, including on-line catalogs and brochures are guides only and are based on sources believed to be reliable but their accuracy cannot be guaranteed.

Christiana Auction Gallery reserves the right to require that advance bids received either by mail or by means of telecommunications be accompanied by a 25% deposit. Christiana Auction Gallery further reserves the right to require payment in full of the sales price ("Hammer Price") at the moment of successful bid. The Purchase Price must be paid by the successful bidder on or prior to the close of the auction.

#### Payment Terms

Invoices will be emailed to the email address registered within 24 hours of the conclusion of the Auction and payment is due upon receipt of the invoice. **ALL ACCOUNTS MUST BE SETTLED WITHIN 14 DAYS OF THE AUCTION DATE!** Payment must be in made in: money order, cashier's check, bank wire transfer (a fee of \$20 will be added to any bank wire transaction, contact our office for bank wire details) MasterCard, Visa, & Discover. Christiana Auction Gallery reserves the right to require a bank check or wire transfer for large purchases. Personal and business checks will be accepted and Christiana Auction Gallery reserves the right to hold all items purchased until any check has cleared our bank unless known to or an existing customer of the auction house in good standing. A service charge of \$25.00 will be charged for any returned check. Christiana Auction Gallery does NOT accept PAYPAL. All items are to be packed and shipped at the Purchaser's expense.

In the event that the buyer of any lot fails to pay the purchase price thereof when due, Christiana Auction Gallery shall have the option, at its sole discretion, to (a) enforce payment by civil action or other proceedings against the buyer; (b) void the sale as if said sale had not occurred; (c) to exercise any other remedy or remedies available under the law (d) to charge successful bids to the buyer's credit card, including the 25% buyer premium (20% for in-house absentee and phone bids).

#### Shipping and removal of goods

Christiana Auction Gallery offers IN-HOUSE shipping. All property is to be packed, shipped or transported at the risk and expense of the purchaser. Invoices will be adjusted with shipping charges if purchaser chooses in-house shipping. It is policy that all items are shipped fully insured with adult signature required. Items are removed from the auction site after the last session ends and returned to our warehouse. **PICK UP BY TRANSPORT COMPANIES OR INDIVIDUALS ARE BY APPOINTMENT ONLY PLEASE CALL**

Absolutely no items may be removed before the end of the auction. All items must be removed by the purchaser thereof promptly after the auction. The Company is not liable for any damage to goods after they have been sold. A storage charge per item per day will be assessed against any items remaining in the custody of Christiana Auction Gallery by the close of business of the fifteenth day following the auction.

#### Terms and Conditions for Fine Art

Christiana Auction Gallery warrants the authorship of a lot for a period of 5 years from the date of the sale of such lot and only to the original purchaser of record at the auction. If it is determined to Christiana Auction Gallery satisfaction that the listing is incorrect, the sale will be rescinded provided the lot is returned to Christiana Auction Gallery in the same condition in which it was at the time of the sale. The item in question must be shipped with full insurance so it arrives within one week. With respect to all returns it is the buyer's responsibility to cover the cost of the shipment and insurance, regardless of the reason for the return. Christiana Auction Gallery will NOT reimburse shipping costs to buyers who return auction goods. It is also the general policies to have the purchaser obtain, at the purchaser's expense, the opinion of one or two in some cases recognized experts in the field, mutually acceptable to the auction house and the purchaser, before Christiana Auction Gallery determines whether to rescind the sale under the above warranty. All guarantees are non-transferable and only apply to the original buyer of the lot as shown on the invoice originally issued by Christiana Auction Gallery when the lot was sold at auction. The original buyer must have remained the owner of the lot without disposing of any interest in it to a third party.

You have read and agree to the Terms and Conditions of Christiana Auction Gallery.

Attach a photocopy of a Government Issued ID.

Customer Signature: \_\_\_\_\_