

# LITCHFIELD Auctions

BID CARD # \_\_\_\_\_

SALE DATE \_\_\_\_\_

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

AN OPENING BID OF \$350 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)

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. Credit card information submitted on this Bid Form may, at LCA's discretion, be used to process payment as a credit card charge.

**30% BUYER'S PREMIUM WILL BE ADDED TO THE SUCCESSFUL BID AMOUNT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 and/or purchasing You agree to comply with and be bound by these Terms and Conditions.

1. **Definitions.** The following definitions 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.
- (b) "Buyer's Premium" is a payment due LCA from a Purchaser equal to 30% of the Successful Bid Amount of a Lot at auction or the purchase price of an Item in a sale.
- (c) "Consignor" refers to a person who has consigned Property to LCA for auction or sale.
- (d) "LCA", "We", "Us" and/or "Our" refer to Litchfield County Auctions, Inc.
- (e) "Property", "Lot" and/or "Item" refer to one or more pieces of personal property identified for auction or sale by LCA.
- (f) "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.
- (g) "Successful Bid Amount" is the highest bid for Property acknowledged by LCA at an auction.
- (h) "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 may 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, Abandonment.**

(a) 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 \$2,000.00 may be made by acceptable credit card. Payments above \$2,000 must be made via ACH or bank wire transfer, cash or cashier's check. Property will not be released to You or Your agent until full payment has been made as provided above.

(b) 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).

(c) Purchased Property must be picked up within fourteen (14) days after the date of sale of said Property. A storage fee of \$10.00 per Lot per day begins accruing fifteen (15) days after the date of sale. Any item which remains in LCA's possession thirty (30) days after the sale date will be considered abandoned and become the sole property of LCA. You will not be refunded or reimbursed for abandoned items. LCA reserves the right to sell, dispose, or donate abandoned items as we see fit.

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, We may retain as damages all payments made by the Purchaser and may hold the Purchaser liable for all sums due together with costs of collection, including attorneys' fees. 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. Any 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. **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.

7. **Bidding, Right to Reject Bids and Disputes.** If We decide that a bid is an insufficient amount, We may reject the bid and/or remove the Property from sale. The highest Bidder acknowledged by LCA will be the Purchaser. In the event of any question regarding a bid or other dispute, We will have sole and final discretion to determine the Purchaser and to resolve all other elements of the

transaction. We may withdraw the Property from auction or sale and may reoffer it at our discretion. We are not responsible for any acts, errors or omissions relating to bids or other elements of the transaction.

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

9. **Sales Tax.** Unless exempt by law as evidenced by a valid resale certificate, a Purchaser will be required to pay Connecticut sales tax on the Total Purchase Price.

10. **Right to Publicize.** LCA reserves the right to retain, publish and use for any purpose (including publicity), and to disclose to whomever LCA elects, any information, photographs and written materials relating to Property. LCA may exercise said rights before, during or after an auction or sale.

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. If LCA has an ownership interest in a Lot, LCA may bid up to the Reserve to protect such interest. 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 the owner of the Property. The sale of Property occurs from the owner of the Property to the Purchaser.

13. **Deposit.** In certain instances, LCA may require that a prospective Bidder pay a deposit to LCA in order to place a bid on Property.

14. **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.

15. **Time of the Essence.** Time is of the essence with respect to Your obligations under these Terms and Conditions.

16. **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, these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

17. **Governing Law.** These Terms and Conditions shall be governed by Connecticut law under the jurisdiction of the courts of Connecticut.

18. **Modification.** LCA reserves the exclusive right to waive or modify these Terms and Conditions from time to time.

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

Date: \_\_\_\_\_