

CHAIRish the ARTS Auction BUYER'S GUIDE

Obtaining a Bidder Number

To participate in either the Silent or the Live Auction, you must have a bidder number. You may register and receive a Bidder's Book with a bidder number on the back starting at 2 pm on October 17. See Absentee Bids section if you cannot be present.

Always use the bidder number that appears on the back of your Auction Book when bidding on items in both Silent and Live Auctions. Silent Auction bidding closes in phases (see event schedule). The Live Auction begins at 4:30 pm.

Absentee Bids

A person who is unable to attend the Auction may submit an absentee bid. The Seller and the Auctioneer shall exercise all written order bids received in person, fax or by e-mail, provided there is time for verification.

Bidding

Silent Auction

To bid, simply write your bidder number and the dollar amount on the bid sheet associated with the item for which you are bidding. Bid sheets list the opening minimum bid. If the minimum bid is not met for an item, no winner will be recognized. When Silent Auction groups close (see event schedule), no additional bids may be added. All bid sheets will be collected and the winning bidders identified (you can check your bidder status with the volunteers at the Check Out station, once bidding for a group closes).

Live Auction

As each item is brought up for bid by the Auctioneer, bidders may express a bid verbally while holding their bidding number (written on back of each Auction Book) high for the Auctioneer to see. The bidder number of the successful bidder and the hammer price shall be announced by the Auctioneer.

Conditions of Sale

The Northwest Connecticut Arts Council is the "Seller." Before bidding at the Auction, bidders are bound by the Buyer's Guide, as amended by any oral announcements or posted notices prior to or

during the Auction, which together form the contract of sale between the successful bidder (“Purchaser(s)”) and the Seller.

Payment

Payment in cash or credit card (Master Card or Visa) is accepted at the Check Out station. Payment by personal check is accepted subject to approval by the Seller. Checks should be made payable to Northwest Connecticut Arts Council. If the check of a Purchaser is not approved by the Seller or does not clear, or the charge of the purchase price of an art chair is not approved by the Purchaser’s credit card, the Purchaser shall remain liable to the Seller for all sums he incurred in connection with the Auction. The Auctioneer will not charge a commission. Each prospective Purchaser(s) should consult his own tax advisor for any tax information.

Items Won at Auction

Items won at bid will be released to winning bidders upon presentation of their receipt marked paid to the Check Out/Pick Up station. We encourage winning bidders to take their purchases with them immediately following the Auction. In special cases, upon arrangement with an Auction committee member, other pick-up/delivery arrangements can be arranged.

Condition and Inspection of the Art Chairs

Each art chair is sold “AS IS.” Prospective buyers are reminded that the art chairs have been on display, have been transported throughout the exhibition, and, accordingly, may exhibit signs of wear. Art chairs are sold without display structures.

Terms of Guarantee

The Auctioneer merely serves the Seller as the Auctioneer in conduction of the Auction and participates only on the following terms and conditions (as amended by any posted notices or oral announcements during the sale) which govern the sale of all the property offered at the Auction:

1. (a) The Auctioneer assumes no risk, liability, or responsibility for the authenticity of the authorship of any property offered at this Auction (that is, the identity of the creator or the period, culture, source of origin, as the case may be, with which the creation of any art chair is identified). (b) All property is sold “AS IS” and the Auctioneer makes

no representations or warranties of any kind or nature, expressed or implied, with respect to the property, and in no event shall the Auctioneer be responsible for the correctness of the Program or notices or descriptions of property, nor shall be deemed to have made any representations or warranty of physical condition, size, quality, rarity, importance, or genuineness of the item. Prospective bidders should inspect the property before bidding to determine its condition.

2. Any property may be withdrawn by the Seller or the Auctioneer at any time before the actual sale without any liability.

3. The Seller and the Auctioneer reserve the right to reject a bid from any bidder. The highest bidder acknowledged by the Auctioneer shall be the Purchaser(s). In the event of any dispute between bidders, the Auctioneer shall have 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 the sale, the Seller's sale records shall be conclusive in all respects.

4. If the Auctioneer determines that any opening bid is not commensurate with the value of the property offered, she may reject the same and withdraw the property from sale, and if, having acknowledged an opening bid, he decided that any advance thereafter is insufficient, she may reject the advance.

5. On the fall of the Auctioneer's hammer, the highest bidder shall be deemed to have purchased the offered lot subject to all of the conditions set forth herein and thereupon (a) assumes the risk and responsibility thereof; (b) will sign a confirmation of purchase thereof and (c) will pay the full purchase price thereof or such part as the Seller may require.

Copyright

All rights, title and interest in the design and the finished art chair (the property) belong to the Northwest Connecticut Arts Council and are not included in the sale of the property.