

# **THE RED FINCH Reston Auction House**

Please Fax: +1 (703) 4760005 or email info@theredfinch.net the complete form

PHONE BID FORM Phone bid form must be received at least 24 hours before the auction begins.	
SALE	DATE
Lot NumberArtist Title	
Maximum bid (excluding buyer's premium)	
BIDDER'S DETAILS	
NAME	_ ID / PASSPORT No
NAME OF COMPANY ( If applicable )	
ADDRESS	COUNTRY
Phone Phone 2	EMAIL
* PLEASE PRINT and attach a copy of your passport.	
CREDIT CARD REFERENCE APPROVAL	
I understand and agree to the Terms and Conditions of Sale Signature(REQUIRED)*	
VISA MASTERCARD (CIRCLE ONE)	
3-Digit Code * Exp Date:	
* IN ORDER TO PROCESS YOUR BID WE MUST HAVE BOTH YOUR SIGNATURE AND CREDIT CARD INFORMATION The amount of \$1.00 will be charged and then refunded to your credit card for verification. Please attach a copy of your credit card (back and front). Thanks.	
I agree to be bound by the TheRedFinch CONDITIONS OF CONSIGNMENT AND SALE which are stated in this catalogue and I hereby request TheRedFinch Auction House - MARNINART, INC, without any legal obligations of any kind on its part, to bid on the above Lots up to the price I have indicated. I am fully responsible for satisfying	

myself concerning the condition of Lots and the matters referred to in this Catalogue description and making bid on the basis of my own final judgment. If my bid is successful, I will pay the total amount of Hammer Price Plus

SIGNATURE Date

Premium 15% within 7 days from the date of sale.



# **TERMS AND CONDITIONS OF SALE**

Each Lot in a "The Red Finch Auctions" (TRF) is offered subject to the following Terms and Conditions of Sale ("Terms"), as supplemented in writing or otherwise by us at any time prior to the sale. By Registering to Bid, Bidding, or otherwise purchasing a Lot from "The Red Finch Auctions", you agree to be bound by these Terms.

In these Terms, "we," "us," "our," "The Red Finch", TRF or similar terms mean The Red Finch auctions and any of its agents, and "you," "your," "buyer" or similar terms mean a person Bidding on or buying a Lot at a TRF Auction, Private Sale, TRF Now Sale or otherwise through us.

Buyers must accept the following Terms & Conditions to participate in The Red Finch live auctions. By signing up as a bidder, you acknowledge that you have read and understood our Terms & Conditions and agree to abide to them.

All prospective buyers should review these **Conditions of Sale** carefully before bidding at auction or making offers via the Online Shop:

-1 All lots are sold "AS IS". Any description issued by us of an article to be sold, is subject to variation to be posted prior to the time of sale. We take the greatest care to ensure the correct cataloguing of each item, but such descriptions are purely statements of opinion, and are not intended to constitute a warranty of the correctness of the condition of the described lot. Some lots are of an age or nature which preclude their being in pristine condition, we warrant that each lot is described without omission of relevant defects such missed illustrations or text in case of books and portfolio, or serious discoloration and creases in prints. We provide pictures aside of the description to show the item conditions, however It is the responsibility of prospective buyers to inspect or have inspected each lot upon which they wish to bid, relying upon their own advisers, and to bid accordingly.

The definition of "good" when used in reference to condition, describes an object as without major damage or repair, but may show minor surface wear, discoloration etc., which indicates the acceptable wear that the piece may acquire with age. Sizes are approximate.

Once again it is the sole responsibility of the bidder to inquire about the condition of a lot before bidding. We provide full condition reports upon request by phone, fax, email or in person during the sale preview, or by appointment in case a preview will not be held. You are advised to make any requests well in advance of the sale.

All items in the catalog are sold as described and sales are final, no return will be accepted. If you have any questions or concerns regarding any lot at auction, please email us at <u>auctions@theredfinch.net</u> We want our bidders to feel confident bidding on any item in our auction, our staff are available to answer any of your question until the day preceding of the auction.

- **-2 Reserve price** All lots are subject to a reserve, which is the minimum price below which a lot cannot be sold. The reserve will never be higher than the low pre-sale estimate, and will never be lower than half the low estimate. TRF may start the bidding with the reserve price, or <u>may bid up to the reserve</u> amount by placing successive or consecutive bids for a lot. The estimates provided are intended as a guide to bidding, are exclusive of the buyer's premium, and may be revised at any time prior to the auction.
- -3 The Red Finch reserves the absolute right to withdraw any property at any time before its actual final sale, including during the bidding, and to refuse any bid from any bidder. The Red Finch is the sole judge as to the amount to be advanced by each succeeding bid
- **-4 Registration**. In order to participate to our auction, interested buyers must register online and provide identification prior to bidding at the auction. We have absolute discretion to accept or refuse the bidders participation in any sale. The acceptance is based on the bidder's auctions history and feedback, credentials that buyers build up maintaining a good standing business reputation with the auction houses community. Consequently, we have absolute discretion to accept or reject any offer or bid that will be made.
- -5 Absentee Bid You may ask us to bids at the auction on your behalf at the following condition: We have sole discretion to accept or reject your request, and we may cancel the bid placed, if the winning (higher) bid is accepted. We do not accept unlimited absentee bids from you. A requests for absentee bids must be submitted filling and signing the specific form provided from us, at least 24 hours in advance of the auction day. This is a free service that we provide to our clients, if any absentee bid results in the winning bid, you agree to enter into a purchase agreement resulting from that bid.
- -6 Telephone Bid You may ask us to bids at auction on your behalf by telephone at the following condition: Telephone bidding is available only for lots with Estimated Value at least \$500. A requests for telephone bids must be submitted filling and signing the specific form provided from us, at least 24 hours in advance of the auction day. This is a free service that we provide to you. While we will exercise reasonable care in undertaking such activity, we do not accept liability for failing to execute a telephone bid, or for errors and omissions in connection with it; If we are unable to contact you after reasonable efforts to do so, your bid will be executed at the low estimate If no one else bids on the specified lot. The winning bid, even if at the Starting Price, shall constitute the Purchase Price, excluding the buyer's premium, costs of shipping, and shipping insurance, any artists' rights royalty, or applicable sales taxes. Telephone bids may be recorded, and by bidding by telephone, you consent to the recording of the conversation.
- -7 The highest bidder shall be the buyer and no dispute will be accepted. We are not responsible for any technical issues or bids placed "by mistake".

The winning bidder agrees to pay a 20% buyer's premium. The total sales price of an item includes the hammer price plus 20% buyer's premium. Packing, shipping and insurance are extra.

-8 If your bid is successful, you'll receive an e-mail shortly after the sale including:

An invoice (the hammer price + the buyer's premium (20%) + any applicable taxes)

# **Payment instructions**

#### **Shipping information**

## Payment is due within seven days after the auction.

Lots will be released to the Buyers only when the payment is made in full. All shipping charges will be at the Buyers expenses. Any buyer that does not make payment will automatically be blocked from future auctions.

Payment must be made by cash, check (ONLY USA), certified check, wire transfer or money order. Purchases paid using personal or business checks may be held until payment has cleared. Payment can also make by credit card (Visa or MasterCard) or PayPal, with 4.5% fees.

All items purchased are subject to payment of the Virginia sales tax of 6% on the total purchase price (final bid plus the Buyer's Premium). An exempt purchaser must provide a properly completed Virginia State Resale Certificate (Form ST-120) or the equivalent resale authorization from another State. Purchases will not be released unless all sales tax requirements are satisfied. Purchases shipped outside of VA State are not subject to sales tax.

Please contact us at 703-476-2199 or <a href="mailto:info@theredfinch.net">info@theredfinch.net</a> to arrange payment.

-9 Shipping & Packing: Buyer pays for shipping, Insurance, and handling. The cost of this services are calculated by us at the end of the sale, ONLY FOR BOOKS. Domestic and International shipping will be via FedEx. FULL insurance must be paid. Shipment are packed in house with great care, we use the best and safest materials for shipping. Your invoice will specify the shipping and insurance cost.

Remember we offering shipping **only for books,** as courtesy, at cost and at the buyer's risk, will not be responsible for any loss, damage or delay once your package has been shipped, you must pay for full insurance, if you use our service.

If you win a print, a painting, a large or fragile item, we can provide a list of specialized art shippers. You can also contact the local UPS Store for quote:

UPS STORE #4188 - SOUTH LAKES DR RESTON, VA 20191 Phone (703) 476 9200 Email: store4188@theuspsstore.com UPS STORE #0316 - PLAZA AMERICA RESTON, VA 20191 Phone: (703) 437 9300 Email: store0316@theupsstore.com

**International Buyers:** Please be advised that a full commercial invoice must accompany any purchase shipped outside the US.

If your Item is not picked up for shipping in 30 working days a storage fee will be applied

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