



CONDITIONS OF SALE

The property listed in this catalogue will be offered for sale by FotoFest, a nonprofit tax exempt organization, and any donor of such property for whom FotoFest acts as an agent under the following terms and conditions:

1. All bids are to be per lot as numbered in the printed catalogue.
2. As used herein the term "final bid" means the price at which the lot is knocked down to the buyer.
3. All property is sold AS IS and with all faults and neither FotoFest nor the donor makes any expressed or implied warranties or representations as to the correctness of description, condition, size, importance, merchantability, rarity, provenance, genuineness, attribution, or period of the property. The buyer assumes the entire risk with respect to the property including correctness of description, the quality, condition, size, importance, merchantability, rarity, provenance, genuineness, attribution, or period of the property. No statement made in the list, or by any employees of FotoFest prior to, during, or after the sale, or in the bill of sale or invoice, or elsewhere, whether written or oral shall be deemed to be a warranty or representation. Neither shall the donor nor FotoFest be held responsible for any such statement. Condition statements in the catalogue are frequently misinterpreted and therefore are rarely included in the descriptions. Prospective bidders are urged to inspect the property before the sale. Prospective bidders who are unable to preview the material are urged to call FotoFest.
4. FotoFest reserves the right to withdraw any property before the actual sale.
5. If the Auctioneer decides that any opening bid is below the value of the article offered, she may reject the bid and withdraw the article from sale.
6. The highest bidder acknowledged by the Auctioneer shall be the purchaser. The Auctioneer has the right to reject any bid and to advance the bidding at her absolute discretion and, in the event of any dispute between the bidders, to determine the successful bidder or to reoffer and resell the article in dispute. Should there be any dispute after the sale, the Auctioneer's record of final sale shall be conclusive. On the fall of the Auctioneer's hammer, title to the offered lot shall pass to the purchaser, who shall forth with assume full risk and responsibility for the lot any may be required to sign a confirmation of purchase, supply his/her name and address and pay the full purchase price or any part thereof. If the purchaser fails to comply with any such requirement, the lot may, at the Auctioneer's discretion, be put up again and resold. If any dispute arises after the sale, FotoFest's records shall be conclusive. All sales are final and not subject to return or refund.
7. As a convenience to clients who cannot attend the auction, they may submit bids by email, FAX, or postal mail in writing, or in person and must be received in the **FotoFest office by 1:00pm CST on Tuesday, March 20, 2012**. The Absentee Bid Form or a photo copy may be used for mail or fax bids. E-mail bids may be sent to projects@fotofest.org. Please provide all information requested on the Absentee Bid Form, with the exception of the credit card information. Someone from the FotoFest office will call you to confirm your bid and take your credit card information at that time. "Buy Bids" will not be accepted. All written bids must state the highest price the bidder is willing to pay. Should identical bids be submitted, the earliest received shall take precedence. All other order bids will be executed in competition with other order bids, reserves and bids received from the audience. FotoFest offers this service without charge as a convenience only, and will not be held responsible for error or failure to execute bids. Successful bidders shall be notified by invoice detailing purchase(s) made and payment(s) owed.
8. All purchases must be paid for in full and removed or shipped from FotoFest at the sole risk and expenses of the purchaser.
9. Payment may be cash, personal check (with proper identification), or Visa/Master card/American Express. Credit card sales will be executed the day of the Auction. Payments for lots purchased by successful bids must be forwarded immediately upon receipt of invoice. Purchases to be shipped will be carefully wrapped and sent first class insured for an additional charge, a minimum of \$50. Packing and handling of purchased lots, if requested, is for the convenience of, and at the entire risk of, the purchaser. FotoFest is not responsible for the acts or omissions of carriers or packers of purchased lots.
10. Neither FotoFest nor consignors make representation that the buyer of any property listed in this list offered for sale will in any way whatsoever acquire reproduction rights thereto.
11. Estimates are furnished only as a service to prospective bidders. They are the approximate prices the lots are expected to realize. They have been prepared well in advance of the auction and are subject to change.