



Elegance Gallery & Auctioneers
 4601 Arden Dr., El Monte CA 91731,
www.EleganceAuction.com
 (888)699-8988 Fax: (626)258-0028

Bidder #:	_____
Registered By:	_____
Date:	_____
(Used by Auctioneer Only)	

Telephone / Absentee Bid Form

Terms: 17% Buyer's Premium or 22% Internet - We accept Personal Checks, Certified Checks, Visa, Mastercard, American Express, Discover and Wire Transfers. Auction purchases must be paid in full within 7 days of the auction. International orders and all orders of \$5,000 or more must be paid for by Certified Check or Money Transfer.

OFFERINGS SUBJECT TO ERROR; ALL GOODS SOLD "AS IS", ALL SALES FINAL. Absentee Bids are executed as a courtesy, and Elegance Auction Company will not be responsible for any errors or failures to execute bids. All other Terms & Conditions apply.

Name (Last, First): _____ Email: _____

Street: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Phone (Primary/Secondary): _____ Fax: _____

Credit Card #: _____ Exp Date (MM/YY): ____ / ____ Security Code: _____

I AGREE TO THE TERMS & CONDITIONS OF ELEGANCE AUCTION.

Signature: _____ Date: _____

Driver's License / Passport #(Copy Required): _____

Auction Title: _____ Auction Date: _____

Lot No	Brief Description	Maximum Bid (Leave Blank for Phone Bid)

Terms and Conditions of Sale

1. All items are sold "AS IS, WHERE IS" with all faults. There are no warranties or representations of merchantability, of fitness, nor of any other kind, express or implied. All items are available for your examination prior to bidding.
2. All property is sold "AS IS, WHERE IS" and neither ELEGANCE AUCTION nor the consignor makes any warranties or representations of any kind or nature with respect to property or its value, and in no event shall be responsible for the correctness of description, genuineness, attribution, provenance, authenticity, authorship, completeness, condition of property or estimate of value. No

statement (oral or written) in this catalog, at the sale, or elsewhere shall be deemed such a warranty or representation, or any assumption of responsibility. All measurements are approximate.

3. By placing a bid, either in person, by phone, absentee or via the Internet, you signify that you have examined the items as fully as you desire to or that you have chosen not to examine them. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you have an expert examine the lot for you or do not bid on the item in question.

4. The successful bidder is the highest bidder acknowledged by the auctioneer. In the event of any dispute between bidders, or in the event of doubt on ELEGANCE AUCTION's part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to re-open the auction progress and resell the article in dispute. If any dispute arises after the sale, ELEGANCE AUCTION's sale record is final and conclusive.

5. The purchaser assumes full responsibility for items at the fall of the hammer.

6. As a convenience to customers, absentee bids and phone bids will be executed by ELEGANCE AUCTION personnel in a competitive and confidential manner. Phone bid arrangements must be made 24 hours prior to start of the auction. ELEGANCE AUCTION will not be responsible for failure to execute absentee or phone bids.

7. BUYERS PREMIUM: THERE WILL BE A 17% BUYERS PREMIUM APPLIED TO ALL SALES PLUS AN ADDITIONAL 5% FOR ONLINE BIDS. ALL DEALERS MUST PRESENT A CALIFORNIA RESALE CERTIFICATE PRIOR TO ACCEPTANCE OF A BIDDERS CARD FOR TAX EXEMPTION, OR A 9.5% CALIFORNIA SALES TAX WILL BE APPLIED. THERE ARE NO EXCEPTIONS.

8. Payment terms: We accept Personal Checks, Certified Checks, Visa, MasterCard, American Express, Discover and Wire Transfers. Auction purchases must be paid in full within 7 days of the auction. International orders and all orders of \$5,000 or more must be paid for by Certified Check or Money Transfer.

9. SHIPPING – It is the buyer's responsibility to arrange for and pay for shipping. Elegance Auction provides courtesy in-house packing and shipping services, which will be a separate charge. If your item(s) are damaged in shipping, you will need to contact the shipper to file a claim. If your item(s) are being shipped and there is a condition problem upon receipt, you are expected to notify us immediately by phone at 1-888-699-8988.

10. If we are prevented by fire, theft, or any other reasons whatsoever from delivering any property to the buyer, our liability shall be limited to the sum actually paid, by the buyer for such property.

11. The auctioneer reserves the right to withdraw any lot at any time before the auction without liability.

12. The auctioneer reserves the right to reject any bid not commensurate with the value of the property offered.

13. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to it by law, including without limitation the right to hold the purchaser liable for the total purchase price, ELEGANCE AUCTION at its option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve or minimum selling price, and the purchaser will be liable for any deficiency and costs, including handling charges, expenses of both sales, the commission on both sales at regular rates, all other charges due hereunder and incidental damages.

14. In the unlikely event we lose our internet connection, ELEGANCE AUCTION reserves the right in its sole and absolute discretion to cancel the remainder of the auction.

15. Some lots may be offered with a "reserve" which is the minimum price below which the lot will not be sold. ELEGANCE AUCTION may act to protect the reserve by bidding through the auctioneer. The auctioneer may open the bidding on any lot below the reserve by placing a bid on behalf of the consignor. The auctioneers may continue to bid on behalf of the consignor up to the amount of the reserve, either by placing bids in response to other bidders or by placing consecutive bids. In no event will the reserve exceed the low estimate..

ALL PROPERTY IS SOLD AS IS (All measurements are approximations)

ALL SALES ARE FINAL

PLEASE READ AND SIGN TO INDICATE ACCEPTANCE OF OUR TERMS AND CONDITIONS FOR THIS SALE.

PLEASE FAX ENTIRE SIGNED FORM TO (626)258-0028.

Signature: _____ **Date:** _____

Driver's License / Passport # _____