## California Auctioneers Phone and Absentee Form

Call: 805.649.2686 Fax: 805.649.5339 Email to: info@calauctioneers.com 22% Buyers Premium

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Lot#	Description		Amount
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## California Auctioneers New Bidder No.

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Firm		
Address (Street, City, State, Zip)		
Phone 1 (preferred contact)	Phone 2	
Drivers License Number		
Resale Number (not required)		
credit card number	expiration date	CCV
Email	Would you like to be on mailing	
	Auction Terms	

All Purchases due on the day of the sale w/ cash, good check or Visa/MC/Amex. 22% Buyer's premium will be added on all purchases. All sales final, all items sold as is with no guarantees. Pick up time is any time during Sunday's auction or Monday & Tuesday 9am-5pm after auction day. We will not be responsible for any items left thereafter. California Auctioneers has made a reasonable effort to describe items correctly. However we do not warrant the correctness of description, signatures, marks, authenticity or condition of said items. Please preview all items carefully and use your own judgment. Final decision on auction block overrides listing.

By bidding at auction, whether present in person or by agent, by written bid, or other means, the buyer agrees to be bound by these Conditions of Sale:

1. As used in these Conditions of Sale, the term "final bid" means the highest bid acknowledged by the Auctioneer and the "purchase price" means the sum of the final bid plus the premium payable by the buyer, as set forth in Condition 4.

- 2. The highest bidder acknowledged by the auctioneers shall be the buyer. The Auctioneer has the right to reject any bid, to advance the bidding at his absolute discretion and in the event of any dispute between bidders, to determine the successful bidder or to reoffer and resell the lot in dispute. In the event of any dispute after the sale, California Auctioneers & Appraisers record of final sale shall be conclusive.
- 3. California Auctioneers & Appraisers reserves the right to withdraw any lot before or at the sale.
- 4. The purchase price payable by the buyer shall be the sum of the final bid plus a premium of 22% of the final bid.
- 5. Title to the offered lot shall pass to the buyer upon the fall of the Auctioneers hammer or the Auctioneer verbalizing "sold", subject to compliance by the buyer with all other Conditions of Sale. Such buyer shall forthwith assume full risk and responsibility for the lot and shall pay the full purchase price or such part thereof as California Auctioneers & Appraisers, in its sole discretion, shall require. In addition, the buyer may be required to sign a confirmation of purchase.
- 6. No lot may be removed from California Auctioneers & Appraisers premises until the buyer has paid in full the purchase price therefore or has satisfied such terms as California Auctioneers & Appraisers, in its sole discretion, shall require. Subject to the foregoing, all lots are to be paid for on the day of sale and removed from California Auctioneers & Appraisers.
- 7. Bids which are submitted to California Auctioneers & Appraisers in writing or are otherwise left with California Auctioneers & Appraisers prior to an auction for execution at or below a specified price, as well those bids arranged by telephone, shall be entertained and executed by California Auctioneers & Appraisers for the convenience of bidders not present at auction, but California Auctioneers & Appraisers shall not be responsible for failing to execute such bids or for errors relating to its execution of such bids.
- 8. Unless exempted by law, the buyer shall be required to pay any applicable state and local sale tax or compensating use tax on the purchase price. All property is sold "as is" in accordance with the section entitled Absence of Other Warranties, and neither California Auctioneers & Appraisers nor the seller makes any express or implied warranty or representation as to the condition of any lot offered for sale, and no statement made at any time, whether oral or written shall constitute such a warranty or representation. Description of condition are not warranties. The description of the conditions of articles in damage or repairs, are provided as a service to interested persons and do not negate or modify the section entitled Absence of Other Warranties. Accordingly, all lots should be viewed personally by prospective buyers to evaluate the condition of the articles for sale.

  Absence of other Warranties

Except as specifically provided, all property is sold "as is" and neither California Auctioneers & Appraisers the sellers agent, nor the sellers makes any express or implied warranty or representation of any kind or nature with respect to the property. In no event shall California Auctioneers & Appraisers or the seller be responsible for the correctness of, or be deemed to have made, any representation or warranty of merchandise as set forth in this catalog or made at the sale or in the bill of sale or invoice or elsewhere, whether oral or written, shall be deemed such a warranty or representation or an assumption of liability.

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