

# Members Auction

## **Auction Terms and Conditions of Sale**

- 1. All persons**, whether they be members of the Photographic Historical Society of New England, (PHSNE) or not, are eligible to register to bid at the Auction and to register/consign\* **a maximum of 6 items, or box lots, per seller**, to be sold at the auction. \*Such persons are herein referred to as "sellers."
- 2. Sellers may specify a reserve**, which is a minimum-bid requirement established between the seller and PHSNE below which amount the item or lot will not be sold.
- 3. The decision as to whether or not to accept offered items** from any prospective registrant(s) for sale at the auction shall be made by the staff persons operating the designated Registration Desk. Their decisions in this behalf shall be final.
- 4. Once an item or lot is registered for sale at the auction, the seller is under contract with PHSNE to have that item placed "on the block" for sale by PHSNE's auctioneer** to the highest bidder, subject to whatever reserve, if any, is specified by the seller.
- 5. PRIVATE SALES AND TRADES of any items by any persons taking place on or outside the auction premises on the auction day are STRICTLY FORBIDDEN.** Such activities are deemed to be in direct conflict with the auction.
- 6. PREVIEWING ENDS at the posted time before the start of the auction. ABSOLUTELY NO VIEWING** during the auction.
- 7. Bidders must be present at the auction. No mail, phone, fax, or left bids.**
- 8. All Property Sold As Is**, with all faults, and neither the auctioneer, PHSNE, nor the seller makes any warranties or representations of any kind or nature with respect to the property, its value, or the correctness of the catalog, or other descriptions of physical condition, size, quality, rarity, importance, provenance, or historical relevance of the property; and no statement, whether oral or written, shall be deemed such a warranty or representation, or any assumption of responsibility by the auctioneer, PHSNE, or seller. The auctioneer's, seller's, and PHSNE's opinions are offered only as a customer convenience and are not a basis for any warranty, expressed or implied, or for the return of property. It is the responsibility of the buyer to personally examine the lot or seek appropriate consultation before the sale. PHSNE assumes no liability to a buyer.
- 9. On the fall of the auctioneer's hammer and/or the "sold" call, title to the offered lot shall pass to the buyer** who shall forthwith assume full risk and responsibility for the lot. The auctioneer reserves the right to reject any bid not commensurate with the value of the lot, to withdraw or re-offer any lot or lots in the event of a disputed bid, or to have sole discretion in determining the buyer. In all cases, the auctioneer's decision and record of final sale shall be conclusive.
- 10. There is a 10% buyer's premium** added to the gavel price. **The buyer shall also pay current MA sales tax** unless the buyer possesses a Massachusetts sales-tax exemption number. Massachusetts does not recognize other state exemption numbers. For more information contact the Massachusetts Department of Corporations and Taxation, 100 Cambridge St, Boston, MA.
- 11. There is a 15% seller's premium** deducted by PHSNE from the selling price as PHSNE's commission. (This premium does not apply to previous arrangements for estates and special sales.)
- 12. Sellers will be paid by PHSNE within 30 days after the sale.**
- 13. On the day of the sale, all purchases must be paid for in full and removed.** Payment accepted in cash, or personal check with I.D. at the discretion of PHSNE; no credit cards.
- 14. A bid by any person on any item will be deemed conclusive proof that the person is acquainted with these Terms and Conditions of Sale, accepts them, and has agreed to be bound by them.** No waiver or alteration of any of the above Terms and Conditions of Sale, whether made by PHSNE, auctioneer, seller, or any representative of PHSNE, shall be effective unless it is in writing and signed by an authorized representative of PHSNE.
- 15. Items remaining in the auction hall after the sale become the property of PHSNE.**
- 16. All sales are final, subject to these Terms and Conditions of Sale.**



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