

CONDITIONS OF SALE

Please read carefully before bidding. By registering for this auction, you are agreeing to the following conditions and terms.

This catalogue, as may be amended by posted or oral salesroom announcements, represents the entire agreement with any and all Purchasers of the property listed herein. The following procedures, terms and conditions on which all such property listed is offered for sale by the auction as agent for various owners and other Consignors:

1. The auction reserves the right to withdraw any property before or at the sale.
2. The Auctioneer reserves the right to postpone the auction sale or any session thereof for a reasonable period of time for any reason whatsoever.
3. All property will be sold as is where is and neither the Auctioneer nor Consignor make any express or implied warranties or representations with respect to the properties or the correctness of the advertisement, catalogue, or any other medium used to announce this sale or any other description of the physical condition, quality, importance, size or authenticity of the property offered. Nothing in the advertisements, catalogues, or the other publications or presentations concerning this sale or the property offered is to be taken as an affirmation of fact. All descriptions of the property are for purposes of identifications only.
4. This is not an approval sale. All sales are final and items may not be returned. Notwithstanding the foregoing, if the description of any lot in the catalog is materially incorrect, the lot is returnable if returned within ten (10) calendar days of receipt and received by The Auctioneer no later than 21 calendar days after the sale date in the same condition which sold, and accompanied by a letter of opinion by a noted or known authority of the item in question.
5. The Auctioneer reserves the right to reject any bids. The highest bidder acknowledged by the Auctioneer shall be the Purchaser. In the event of any dispute between bidders, the Auctioneer will have the absolute and final discretion to either determine the successful bidder or to re-offer and resell the property item in dispute. The auctioneer reserves the right to reject small opening bids or nominal bidding increments. Bidding increments are at the sole discretion of the auctioneer.
6. It is unlawful and illegal for Bidders to collude, pool with other bidders to pay less than the fair value for a lot. Bidders in the sale acknowledge that the law provides for substantial penalties for those who violate these provisions.
7. At the fall of the Auctioneer's hammer, title to the offered property item shall pass to the Purchaser acknowledged by the Auctioneer and the Purchaser shall, (a) assume full risk and responsibility for the property item and (b) pay the full purchase price.
8. Unless exempted by law, the Purchaser will be required to pay any and all state and local sales taxes or, in the event of deliveries outside the state, any applicable compensating use tax on the total purchase price.
9. Checks will be accepted with proper identification and a bank guarantee card. On all checks over \$1,000.00, a letter of credit or letter of maximum check limit from your bank must be presented unless you are a regular customer known to us. Visa, Mastercard and American Express will be accepted on all purchases up to \$10,000. If you have any questions concerning this clause please contact Auction office for further information.
10. All Buyers must present a valid Visa, Mastercard or American Express card as a back-up guarantee should they plan to pay with CASH of CHECK, unless arrangements are made with Cody Old West Auction.
11. After the purchase price has been paid in full and after the sale has been completed, property must be removed from the auction at the Purchaser's expense. The auction will, as a service to Purchasers, arrange to have the property packed, insured, and shipped, all charges collect, at the request, expense and entire risk of the Purchaser. Any claims will be between carrier and owner (purchaser).

On any accounts past due, The Auctioneer reserves the right to extend credit and impose periodic charges. If the auction invoice is not paid in full when due, the unpaid balance will earn interest at the rate of 1 1/2% per month until paid. In the event this interest rate exceeds the interest permitted by law, the same shall be adjusted to the maximum rate permitted by law. After 90 days the Auctioneer reserves the right to resell the merchandise or have an affiliated or related company do so. Purchaser agrees to pay all reasonable attorneys' fees, court costs and other collection costs incurred by The Auctioneer.
12. Some items of property may be offered subject to a "reserve" or confidential minimum price below which the item will not be sold. In such instances the auction may implement the reserve by bidding on behalf of the consignor, house, owner or designated bidder. In most cases the reserve will not exceed 75% of low estimate.
13. Neither the Auctioneer nor Consignor make any representations whatsoever that the Purchaser of a work of art will acquire any reproductions rights thereto.
14. These conditions of sale and any other applicable conditions, as well as the Purchaser's and auction's rights and obligations herein shall be governed by, construed and enforced in accordance with the laws of the State in which the auction is held. If these conditions are not complied with by Purchaser, the auction may, in addition to other remedies available by law, including without limitation the right to hold the Purchase;
 - a. cancel the sale and retain as liquidated damages any and all payments made by the Purchaser or
 - b. resell the property privately or at public auction on three days notice to the Purchaser for payment of any deficiency in the purchase price and all costs including handling charges, warehousing, the expense of both sales, the commissions, reasonable attorney's fees, any and all other charges due and incidental damages.
15. If we are prevented by fire, theft or any other reason whatsoever from delivering any property to the purchaser, our liability shall be limited to the sum actually paid therefore by the purchaser.
16. All sales of firearms will be in accordance with Federal and State guidelines. All post-1898 firearms are subject to applicable ordinances and laws and must be purchased in compliance with Federal and Colorado State law.
17. Cody Old West Auction, owners, and or representatives of the auction house are not responsible for typographical errors appearing in this catalog.

ABSENTEE BIDS

As a convenience to our clients who are unable to attend the sale, an absentee bid service will be offered. The auction shall not be responsible for any errors or omissions or failure to execute such bids. Contact us at (307) 587-9014 for arrangements. Please refer to the Absentee Bid Form contained in this catalogue.

As a service to those wishing to place bids before sale in writing, confidential bid forms are available from us. "Buy" bids will not be accepted; all bids must state the highest bid price the bidder is willing to pay. In the event identical bids are submitted, the earliest will take precedence. Absentee bids shall be executed in competition with other absentee bids, any applicable reserve and bids from the audience. Unsuccessful absentee bids are not acknowledged, but sale results and selling prices for any lot may be obtained by telephone from us during normal business hours.

PHONE BIDDING

We will make arrangements with you in advance to contact you just prior to the sale of any lot you wish to bid on. If you wish to avail yourself of this service please contact us no later than 5 days before the auction date. Starting telephone bids will not be accepted for any amount less than 75% of the low estimate.

ESTIMATED PRICES

As a convenience to our clients, we furnish pre-sale estimates for all materials included in the auction. These estimates are only our approximate valuations and should be taken as educated guesses based upon comparable auction values and recent sales, not as "prices". Bidding normally begins at about one-third to one-half the estimate but the final bid price may well be less than or more than any estimate printed.

GOOD FAITH

We have attempted to make every effort to catalog and describe all items correctly. If you need additional information on any item or lot please contact us before placing a bid. Each item is guaranteed to be as described in the catalog and no further. Condition is arbitrary and cannot be guaranteed.

BUYERS PREMIUM

The purchase price payable by the purchaser shall be the total of the final hammer price plus a premium of fifteen percent (15%) and all applicable taxes.

SALES TAX

All sales are subject to State of Colorado, Adams County Sales Tax and all other Special District taxes. Anyone wishing to purchase using a bonified Resale License will be required to show proof upon purchase. THERE WILL BE NO EXCEPTIONS.