

Phantom of the Gallery Auction

Terms and Conditions:

CRESTON VALLEY ARTS COUNCIL, OR CVAC OR "WE" REFER, FOR ALL PURPOSES RELATION TO THIS AUCTION, CRESTON VALLEY ARTS COUNCIL.

1. Applicable PST will be charged on the Hammer Price on all lots.
2. Although CRESTON VALLEY ARTS COUNCIL take care and diligence in their catalogue of the lots offered for auction, all Property is sold on an "as is, where is basis" and neither we nor our agents, auctioneers or other personnel nor the Consignor make any warranties or representations as to the correctness of the catalogue or other descriptions contained therein, of the physical condition, size, authenticity, or quality. Prospective bidders should inspect the property before bidding to determine its condition, size and whether the purchaser acquires any reproduction rights in the property.
3. We reserve the right to withdraw any property before the moment of sale.
4. At the discretion of the CVAC, CVAC or it's DIRECTORS may execute bids on behalf of an absentee bidder, telephone bidder or online bidder. Neither the CVAC nor

its directors, shall be liable to either the consignor or purchaser for any neglect or default in attempting or making such bids.

5. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalogue.
6. We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the Buyer. In the event of a dispute between bidders, or in the event of doubt on the part of us as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to re-offer and resell the article in dispute. If any dispute arises after the sale, our sale record is conclusive.
7. If the auctioneer decides without regard to the printed estimated price that any opening bid is below the value of the lot offered, he may reject the bid and withdraw the lot from the sale, and if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject the advance.
8. On the fall of the auctioneer's hammer or indication of being sold, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, subject to conditions set forth herein, and such Buyer thereupon will pay the full purchase price thereof or such part as we may require. The Buyer also assumes all risks on the offered lot and neither the CVAC nor its directors nor its agents shall be liable for any loss or damage of any kind whether

caused by negligence of otherwise. All property must be removed from our premises by the Buyer at their expense not later than one business day following its sale and if not so removed, a handling charge of 5% of the purchase price per month until removal of the property will be payable by the purchaser.

9. Payment in full must be made on the day of the sale, to be deposited into the CRESTON VALLEY ARTS COUNCIL by cash, certified cheque, traveler's cheque, debit card, Visa, MasterCard, American Express unless other arrangements have been made with the CVAC prior to the sale.

10. All currency figures are in Canadian dollars.

11. This Agreement comprises the entirety of the contract between CVAC and the Buyer and CVAC shall not be held liable in respect of any representation not made in writing herein. This Agreement shall be governed by the laws in force in British Columbia, Canada, whose Courts shall have the sole jurisdiction to adjudicate claims made in respect of this Agreement