

# Antique Arena Inc.

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FOR OFFICE USE ONLY

## Auction Registration And Bid Form

Please indicate type of bid you are submitting (check one only):  ATTENDEE  ABSENTEE  TELEPHONE BID  ONLINE

**Auction Date:** \_\_\_\_\_ **Auction Name:** \_\_\_\_\_

Last Name: _____ First Name: _____ Company (if applicable): _____ Address: _____ City: _____ State/Country: _____ Postal Code: _____ Email: _____ Fax: _____ Phone: _____ Mobile: _____ Phone (day of sale): _____ Client Number: _____ NEW CLIENTS: Please provide copy of your passport or US Driver License. Credit Card Number: _____ Expiration Date _____ Credit Card: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Card Security Code _____	<b>BID INCREMENTS</b> \$0 - 100 ..... \$10 \$100 - 500 ..... \$25 \$500 - 1,000 ..... \$50 \$1,000 - 5,000 ..... \$100 \$5,000 - 10,000 ..... \$500 \$10,000 - 20,000 ..... \$1000 \$20,000 - 30,000 ..... \$2,000 \$30,000 - 50,000 ..... \$5,000 \$50,000 - 100,000 ..... \$10,000 \$100,000+ ..... \$20,000 The auctioneer has the discretion to vary any bid increments.
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We will charge your credit card the day after the sale for all items purchased, and issue a refund if other payment arrangements are made.

Lot Number	Brief Description	MAX Bid in US\$ (+) <small>(excluding buyer's premium and taxes). Safety Bid for telephone bidders only*</small>	
			* An applicable Buyer's Premium and tax will be added to each purchase. * Absentee bids are executed in competition with the audience, on an alternate basis. Due to the uncertainties of bidding patterns, a lot may sell to the audience for the same amount or slightly less than your bid. To avoid this possibility, you may authorize us to increase your bid by one increment by placing a plus sign (+) beside the maximum bid. * In the event that identical bids are submitted, the earliest will take precedence. * Absentee bid service is provided as a convenience with the understanding that Helios shall not be responsible for errors and/or failure to execute the bid. • Telephone bids will only be accepted on lots with a low estimate of \$500 and above. * Terms and Conditions of Sale may be viewed in the catalogue, on our Web site and/or in the salesroom. * Safety Bid: A maximum bid to be executed in case of lost connection.

**BY SIGNING THIS FORM, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR TERMS & CONDITIONS OF SALE AND SHALL BE LEGALLY BOUND BY THEM, AND YOU AGREE TO PAY THE BUYER'S PREMIUM, ANY APPLICABLE TAXES, AND ANY OTHER APPLICABLE CHARGES. THIS AFFECTS YOUR LEGAL RIGHTS.**

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_

**Bids must be submitted 24 hours prior to the sale.**  
**Please complete and return the form by EMAIL info@antiquearena.com**

## **Terms and Conditions of Sale**

1. **TERMS & CONDITIONS OF SALE.** By bidding at ANTIQUE ARENA auction, whether in person or by agent, absentee bid, telephone bid, via the internet or other means, bidder agrees to be bound by the following terms and conditions of sale. Any notices, published, posted, or oral, before or during the sale, are part of our terms and conditions of sale agreement. Acceptance of a bidder card or a bidder number constitutes acceptance of these terms and conditions of sale. ANTIQUE ARENA IS NOT RESPONSIBLE FOR ANY ERRORS OF THE BIDDER INCLUDING, BUT NOT LIMITED TO, THE BIDDER BIDDING ON THE WRONG LOT.
2. **BUYER'S PREMIUM.** All bid prices/Hammer prices will be subject to 28% buyer's premium payable by the purchaser. The buyer's premium will be 28% provided the payment is made by cash, money order, cashier's check, wire transfer, or approved personal check. The buyer's premium will be added to each Hammer price and the two together equal the total purchase price. The buyer's premium for lots purchased through third-party auction site/platform/portal may differ and will be indicated on such site/platform/portal directly.
3. **SALES TAX.** For purchases picked up or delivered in New York State, unless exempted by the law, the purchaser will be required to pay the combined New York State and local sales tax, any applicable compensating use tax of another state, and if applicable, any federal luxury or other tax, on the total purchase price including buyer's premium. ANTIQUE ARENA is required by law to collect and remit the appropriate sales tax in effect in New York State unless appropriate documentation of exemption is provided. Buyers claiming exemption from sales tax must have the appropriate documentation on file with ANTIQUE ARENA prior to the release of the property. If property is delivered to a state where ANTIQUE ARENA is not required to collect sales tax, it is the responsibility of the purchaser to self-assess any sales or use tax and remit it to taxing authorities in that state. ANTIQUE ARENA is not required to collect sales tax for property delivered to the purchaser outside of the United States.
4. **REGISTRATION.** A prospective buyer must complete and sign a registration or bid form before bidding. ANTIQUE ARENA reserves the right to require bank and other financial references for participation in the auction or bidding on a specific lot. ANTIQUE ARENA has the right, at our complete discretion, to refuse any individual bidder's participation in any auction. When making a bid, a bidder is accepting personal liability to pay the purchase price, including the buyer's premium and all applicable taxes, plus all other applicable fees and charges. ANTIQUE ARENA must be notified before the commencement of the sale that the bidder is acting as agent on behalf of an identified third party acceptable to us, and the we may only look to the principal for payment.
5. **METHOD OF PAYMENT.** Payment for auction lots and premiums must be received within seven days of the auction date. Auction sales are strictly for cash, money order, cashier's check, wire transfers, personal checks, (with prior approval from ANTIQUE ARENA). For payments by credit card (MasterCard, Visa, American Express) or Pay Pal, maximum allowance \$5000. ATTENTION FOREIGN BUYERS: Method of payment will be U.S. currency, certified check drawn on an American bank or wire transfer. ANTIQUE ARENA reserves the right to demand payment by methods other than credit card or Pay Pal for any reason whatsoever.
6. **DEFAULT AND INTEREST.** Payment of the Total Amount Due is due upon receipt of the buyer's invoice. If the amount of the buyer's invoice is not paid in full within 10 days of the auction, ANTIQUE ARENA has the right and will charge the purchaser's credit card on file for the total invoice amount. In addition to other remedies available to us by law, interest will be charged on all unpaid balances at the rate of 12% per annum, or the highest allowable rate under New York law, beginning the 10th day after the date of

purchase/auction. ANTIQUE ARENA shall hold any money deposited in partial payment on account of any liability of the defaulted item and will apply it at the sole discretion of ANTIQUE ARENA to the outstanding debt. ANTIQUE ARENA may, in its sole discretion, apply any proceeds of sale then due or thereafter becoming due to the purchaser from us, or any payment made by the purchaser to us, whether or not intended to reduce the purchaser's obligations with respect to the unpaid lot or lots, to the deficiency and any other amounts due to us. The purchaser acknowledges that should the purchaser not comply with any of the terms and conditions of sale, including payment of the full amount indicated on the buyer's invoice, the damages incurred by ANTIQUE ARENA includes, without limitation, consignor commission, loss of use of money for an indefinite period, costs to relist the item and potential depreciation of the item, and loss arising on the resale of the lot, whether such damages are now known or may become known in the future. Accordingly, in the event the purchaser fails to pay the full amount indicated on the buyer's invoice within 45 days after the auction, purchaser shall be immediately liable for liquidated damages in an amount equal to 30% of the amount on the buyer's invoice. Liquidated damages are in addition to the total amount on the buyer's invoice and any applicable interest. Subject to fulfillment of all of the conditions set forth herein, on the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, and such bidder thereupon (a) assumes full risk and responsibility therefore (including, without limitation, liability for loss, destruction, or damage) and (b) will immediately pay the full purchase price or such part as we may require.

7. **WITHDRAWAL.** ANTIQUE ARENA reserves the right to withdraw from the auction, rearrange, separate, or exclude any property before or during the sale without notice and shall have no liability whatsoever for such actions.

8. **PROTESTS, DISPUTES, AND THE AUCTIONEER.** ANTIQUE ARENA and its Auctioneer have the right at its absolute and sole discretion to reject or refuse a bid from any bidder, to advance the bidding in such a manner as we may decide, to withdraw or divide any lot, to combine any two or more lots, to determine the successful bidder, to continue the bidding, to cancel the sale or to reoffer and resell the item in dispute, whether during or after the sale. The highest bidder, acknowledged by the Auctioneer, will be the purchaser. The Auctioneer shall have sole and final discretion as to the disposition of any dispute including the re-offer and resale of any article in dispute. ANTIQUE ARENA records will be deemed conclusive in all respect in the event there is any dispute after the sale.

9. **GUARANTEE. ALL PROPERTY IS SOLD "AS IS", AND "WHERE IS". ALL SALES ARE FINAL. THERE WILL BE NO REFUNDS AND NO EXCHANGES.** ANTIQUE ARENA does not guarantee or make any warranties on any lot sold. Descriptions in the catalog are opinion only. They are written only as an aid to potential bidders. ANTIQUE ARENA acknowledges and bidder agrees that there may be errors in the catalog and/or description. You should personally examine each lot on which you will bid, or have an acknowledged expert view the item. Photographic images of items being offered, whether provided in print or online, as well as references in the catalogue entry or condition report as to damage or restoration are for guidance only and are provided as a convenience to prospective bidders. The absence of any reference in a condition report or photograph does not imply that an item is free from defect or restoration. The reference to particular defects does not imply the absence of any other defects. Neither ANTIQUE ARENA nor its consignors are responsible in any way for errors and omissions in the catalogue, condition reports, or any other supplemental materials. ANTIQUE ARENA will have no obligation, i.e., no refunds or returns will be accepted, if the above conditions are not met. Items offered for sale as described in the catalog or any bill of sale, advertisement, addendum sheet, or elsewhere as to authorship, period, culture, source, maker, manufacturer, origin, measurement, quality, rarity, provenance, importance, exhibition, or physical condition are qualified statements of opinion and not representations or warranties. No employee of ANTIQUE ARENA or any person purporting to act on behalf of

ANTIQUÉ ARENA, is authorized to make on ANTIQUÉ ARENA or the consignor's behalf, any representation or warranty, oral or written, with respect to any lot or item for sale. Estimates of the selling price should not be relied upon as a value of the item or for any other purposes. All sales are considered final.

10. **RESERVES.** Some items in the auction may be subject to reserve, which is the confidential minimum price below which the lot will not be sold. If a lot is offered with a reserve, ANTIQUÉ ARENA may implement that reserve by bidding on behalf of the consignor. Once bidding is opened ANTIQUÉ ARENA will bid on behalf of the consignor to reach the reserve price. The Auctioneer may reject nominal bids, which are small opening bids or very nominal advances made with the purpose of disparaging an item. If a lot fails to achieve a bid equal to or exceeding 25 - 30% of the low estimate, the item may be passed and not sold and may not be re-offered until a later sale. This determination of whether to sell the item at the current auction or re-offer it at a later auction is at the sole discretion of the Auctioneer. Items which are not reserved are sold at the auctioneer's discretion.

11. **BIDS OF CONSIGNORS.** Consignors, other than ANTIQUÉ ARENA, are not allowed to bid on their own merchandise nor have any agent bid on their behalf. If the Auctioneer recognizes such bidding or is advised of same, the Auctioneer reserves the right to withdraw any or all items consigned by the offending consignor. It is not prohibited conduct under this Section when an Auctioneer bids on behalf of the consignor to reach the reserve price.

12. **ABSENTEE, TELEPHONE, AND ONLINE BIDDING.** As a service ANTIQUÉ ARENA may accept bids on behalf of potential bidders at ANTIQUÉ ARENA own discretion by telephone or absentee bid using the Bid Form provided by ANTIQUÉ ARENA. Bid Form must be received and credit approved in advance of the sale date. It is the Bidder's responsibility to establish credit before bidding, otherwise ANTIQUÉ ARENA will accept a 15% deposit in the amount of the total bids submitted. Deposits will be returned within ten (10) business days after sale, if bids were not successful. Bid Form can be downloaded from our website, or sent to you upon request. In addition, online bidding is available through ANTIQUÉ ARENA website and third-party platforms (additional fees may apply). Purchasers acknowledge that by bidding absentee via mail, e-mail, telephone, facsimile, through internet providers, or any other absentee means (i.e., not in person bidding), no fiduciary duty exist between the bidder and ANTIQUÉ ARENA. Purchaser acknowledges that ANTIQUÉ ARENA has a fiduciary duty to the sellers and not to the bidders or purchasers. Purchaser acknowledges that ANTIQUÉ ARENA owes no duty to disclose the ownership of any item being auctioned. Any absentee bid is executed as if the bidder was actually present and bidding themselves. ANTIQUÉ ARENA will attempt to execute bids in a manner such that the bids will prevail at the lowest bid possible. ANTIQUÉ ARENA assumes no responsibility for failure to execute bids submitted via telephone, facsimile, or website/online bids for any reason whatsoever, or for failure to execute bids such that the bids do not prevail at the lowest bid possible. **BY PARTICIPATING IN TELEPHONE BIDDING, THE BIDDER AND PURCHASER UNDERSTAND, ACKNOWLEDGE AND CONSENT TO THE TELEPHONE CONVERSATION BEING RECORDED.** "Safety Bids": Telephone Bidder should be aware that there is the risk of ANTIQUÉ ARENA not being able to reach the Telephone Bidder. Therefore, Telephone Bidder should consider allowing his or her phone representative to execute bidding on his or her behalf. At the time of arranging for the phone bids, the Telephone Bidder should give the maximum amounts he or she is willing to bid on each lot ("Safely Bid") in the event ANTIQUÉ ARENA is unable to reach the Telephone Bidder.

Online bidding is available through ANTIQUÉ ARENA website and third-party platforms. Please be advised that third party services charge an additional buyer's premium above and beyond the premium charged by ANTIQUÉ ARENA.

13. **FINANCIAL INTEREST IN PROPERTY.** Purchaser acknowledges that ANTIQUE ARENA has a financial interest in all items offered for sale since it is paid a seller's commission and buyer's premium. Additionally, Purchaser acknowledges that a conflict of interest may exist because ANTIQUE ARENA, its officers or employees, or an entity owned by one or more of them, may have a financial interest in an item offered for sale beyond the seller's commission and buyer's premium, which may include an ownership interest or a guaranteed amount offered by ANTIQUE ARENA to a consignor of an item for sale. The items offered for sale by ANTIQUE ARENA are offered either as agent for consignors or as owner. ANTIQUE ARENA buys items on the open market for sale through an auction or may offer a guarantee to a consignor. In either event, ANTIQUE ARENA can have an ownership or other financial interest in the item(s) being auctioned. Such interest in the item(s) being auctioned may not be disclosed. If ANTIQUE ARENA has an interest in an offered lot and the proceeds therefrom, other than our commission, ANTIQUE ARENA may bid on the offered lot to protect such interest and such bidding shall not be prohibited under.

14. **ENDANGERED OR PROTECTED SPECIES OR WILDLIFE.** Property made of or incorporating endangered or protected species or wildlife may have import and/or export restrictions established by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). Property, including, but not limited to, items made of or incorporating plant or animal materials such as coral, crocodile, ivory, whalebone, tortoiseshell, may require a license or certificate prior to exportation and/or importation. Such items are not available to ship internationally and, in some cases, domestically. Additionally, these items may be subject to confiscation by state or federal officials if the proper documentation authorizing their sale is not produced. By placing a bid, the bidder acknowledges that he is aware of the restriction and takes responsibility in obtaining and paying for any license or permits relevant to delivery of the item(s). ANTIQUE ARENA is not responsible and would not be liable for the inability to ship the purchased items or if such item(s) is (are) confiscated by state or federal officials prior to their shipment or transport to the successful bidder. In any event, bidder is responsible for making a timely payment for the total purchase price of the lot. Bidder should be familiar with relevant customs regulations prior to bidding. Bidder should inquire with relevant government wildlife import and export requirements prior to placing a bid.

15. **EXPORT/IMPORT REQUIREMENTS.** Certain property may require a license or certificate prior to exportation and/or importation. It is the purchaser's responsibility to obtain any export and/or import licenses and/or required documentation. ANTIQUE ARENA has no obligation to assist bidder in applying for or obtaining such documentation, export and/or import license, and will charge bidder additional fees for such services. We shall neither be obliged to rescind a sale nor to refund any interest or other expenses incurred by the buyer where payment is made by the buyer in circumstances where an export license is required.

16. **PHOTOGRAPHS.** ANTIQUE ARENA reserves the right to retain, disclose, sell, transfer, and/or publish any photographs, images, descriptions of property, and results of any sale, before and after the auction, including but not limited to, publishing via the internet and/or any other media, and/or to any third party. All images, texts, photographic reproductions, and catalogue design are subject to copyright and may not be reproduced without our explicit written permission. Neither ANTIQUE ARENA nor consignor make any representations and/or warranties, express or implied, as to whether the purchaser acquires any copyrights, intellectual property rights, including but not limited to, any reproduction rights.

17. DELIVERY, SHIPPING, AND STORAGE CHARGES. Any items purchased by phone, absentee bid, online, or otherwise not picked up in person on the auction day, will be stored by ANTIQUE ARENA and will be made available for pick-up by appointment only. It is the responsibility of the purchaser to contact ANTIQUE ARENA after payment to arrange for pick-up or shipment. All delivery, shipping and storage charges must be paid by the successful bidder prior to delivery of the property.

18. LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL PROPERTY IS SOLD AS IS AND WHERE IS. NEITHER ANTIQUE ARENA NOR THE CONSIGNOR MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, MERCHANTABILITY, FITNESS OR CONDITION OF THE PROPERTY OR AS TO THE CORRECTNESS OF DESCRIPTION, CORRECTNESS OF THE CATALOG OR SUPPLEMENTAL MATERIAL, OR OTHER DESCRIPTION OF THE PHYSICAL, SIZE, QUALITY, RARITY, IMPORTANCE, MEDIUM, PHYSICAL CONDITION, GENUINENESS, AUTHENTICITY, ATTRIBUTION, PROVENANCE OR PERIOD OF THE PROPERTY, OR AS TO ANY TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN LOTS SOLD. THE PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL ANTIQUE ARENA BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

19. GOVERNING LAW & JURISDICTION. By bidding at ANTIQUE ARENA auction the purchaser or bidder agrees that the binding contract, created by these terms and conditions of sale, is made and performed in the State of New York, and should any dispute arise from this contract the jurisdiction for contractual disputes is the State and County of New York. The rights and obligations hereunder are governed by New York law, excluding its conflict of law rules. All bidders and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by certified mail, return receipt requested, or by facsimile transmission, personal service, delivery by mail or in any other manner permitted by New York law or the law of the place of service, at the last address of the bidder or seller known to ANTIQUE ARENA.

20. BINDING CONTRACT EFFECT, MODIFICATIONS, AND SEVERABILITY. The items offered for sale by ANTIQUE ARENA are offered either as agent for consignors or by ANTIQUE ARENA as owner. The contract for sale of the items is made therefore between the consignor of the property and the buyer. In cases where ANTIQUE ARENA owns the property, the contract for sale is made between ANTIQUE ARENA and the buyer. The terms and conditions of sale shall bind the successors and assigns of all bidders and purchasers and inure to the benefit of ANTIQUE ARENA successors and assigns. No waiver, amendment, or modification of the terms hereof (other than posted notices or oral announcements during the sale) shall bind ANTIQUE ARENA, unless specifically stated in writing and signed by ANTIQUE ARENA. If any part of these terms and conditions of sale is for any reason invalid or unenforceable, such portion shall be stricken and the rest of the terms and conditions of sale shall remain valid and enforceable.

Auction Number and Date \_\_\_\_\_

Lot Numbers \_\_\_\_\_

Buyer Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_