

**RETURN BY MAY 10, 2021**

# Rich Penn Auction Event - May 14th - 16th, 2021 - Five Sullivan Brothers Convention Center

Assigned Bidder Number

200 W. 4th St., Waterloo, IA 50701

FILL THIS OUT AND RETURN TO Rich Penn Auctions  
P.O. Box 1355 • Waterloo, IA 50704 or Fax 319-291-7136  
ELIMINATE WAITING AT THE SALE SITE, JUST PICK UP YOUR BIDDER NUMBER

PLEASE TYPE OR PRINT

## BIDDER'S INFORMATION

Name: \_\_\_\_\_ Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Bank: \_\_\_\_\_ Branch: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_

## PAYMENT INFORMATION

Method of payment:     Cash             Cashier's Check             Letter of Credit             Visa/MC  
 Other \_\_\_\_\_

Estimated amount desired for approval: \$ \_\_\_\_\_

Bank letter of credit attached guaranteeing amount to spend:     Yes     No

Note: THE ABOVE LETTER MUST BE IN YOUR FILE BEFORE BIDDING NUMBER IS ISSUED.

## BIDDER'S ACKNOWLEDGEMENT THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- (1) All purchases must be paid for in full by the end of the auction. All sales are final. Items sold AS IS, where is:
- (2) I have read the terms of this sale posted on the premises, in the sale catalog and on the reverse, and said terms are incorporated herein by reference.
- (3) If any check given in payment is not honored for any reason (including but not limited to N.S.F., stop payment order, or the like) I agree whether the check be signed by me as the marker or endorser, that if such check is placed in the hands of an attorney for collection, to pay all reasonable attorney's fees incurred, together with all costs of suit in event suit is instituted.
- (4) I will pay any legal city or state sales, or other tax, assessed due to my failure to qualify as exempt from said tax.

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

## SALES TAX BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby certifies that he/she is exempt from state, county, local and/or other sales taxes normally charged in conjunction with these purchases for the reason(s) indicated below. Bidder must present proof of appropriate sales tax exemption. (Certificate for resale of antiques only.) Without appropriate permit, all taxes will be charged.

Merchandise is being purchased:  
( ) For resale, in the form which it was received.  
( ) For resale, but used or consumed directly in the production of tangible personal property produced for resale.  
( ) I am a licensed dealer in the state of \_\_\_\_\_ for this type of merchandise and am exempt from being charged sales tax on these purchases. This certificate of exemption shall remain in force until revoked, in writing, by me.

Company name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Dealer's License #: \_\_\_\_\_ Tax Exempt #: \_\_\_\_\_

**If you haven't ordered your catalogs, return this form with \$40 for Fri-Sun and \$30 for Michael Jackson catalog or \$60 for both.**

# CONDITIONS OF SALE

1. Ownership title passes on the fall of the auctioneer's gavel. There-after, the property is at the sole risk of the buyer. Neither the seller nor the auctioneers shall be responsible for loss or any damage to any article due to theft, fire, breakage or any other cause whatsoever, how ever occasioned. If an article sold cannot be delivered by reason of theft, breakage, or other damage prior to check-out, the sale shall be deemed canceled without any liability on the part of the auction company.

2. All property is sold As Is-Where Is and neither we nor the consignor make any guarantees, warranties or representations, expressed or implied, in regard to the property or the correctness of the brochure or other description of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibitions, literature or historic relevance of the property or otherwise. No statement anywhere, whether oral or written, shall be deemed such a guarantee, warranty or representation.

We and the consignor make no representation or warranty as to whether the purchaser acquires any reproduction rights in the property.

Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been restored. Catalog descriptions include condition information where possible. If you have any questions regarding lots, contact the auction company prior to the auction. If you have questions on specific lots, since most pieces are packed for shipping to the auction site, call between Monday and Thursday of auction week, lots will be unpacked then. If you are unsure about a lot, for any reason, DO NOT BID. No items may be returned for any reason.

If a buyer is not satisfied that the lot purchased is genuine, the buyer must notify Rich Penn Auctions within 14 days of auction date. Buyer then may, at his or her own expense, obtain the opinion of two mutually agreed upon recognized experts in the field of the disputed lot. If these experts determine that the item is not genuine, and provide acceptable factual basis for that opinion, the buyer's sole and exclusive remedy shall be the rescission of the sale and refund of the amount paid for the item. It is specifically understood and agreed that the rescission of the sale and refund is exclusive and in lieu of any other remedy which might otherwise be available. Such remedy is conditioned upon the buyer returning the property in the same condition as at the time of sale. Rich Penn Auctions shall not be liable for any incidental or consequential damages. All sales are final, with no returns or refunds except as provided in this limited warranty.

3. All lots are subject to a 13% buyer's premium for in house buyers, discounted to 10% for cash or approved check. Absentee and phone bidders are subject to a 19% buyer's premium, discounted to 16% for cash or approved check. On-line bidders are subject to a 23% buyers premium, discounted to 20% for cash or approved check.

4. All bids to be per lot as numbered at the sale site unless otherwise mentioned by the auctioneer.

5. Bidders are required to register and give full photo identification and a credit card prior to the beginning of the sale and are required to use the number issued to them when identifying themselves as the successful bidder. Online bidders MUST complete registration on LiveAuctioneers. Without registrations complete and approved, you will be unable to bid. Register early to make certain you're approved to bid. Links to those platforms are at [www.RichPennAuctions.com](http://www.RichPennAuctions.com).

6. Full payment of each purchaser's account must be received at the end of the auction sale or upon check-out. Terms are cash or certified check unless other arrangements have been made with the auction company prior to the days of the auction sale. When paying by check, check must be accompanied by current bank letter of credit. Payment must be in U.S. funds.

7. Online bidders must provide a credit card at registration. Unless other payment arrangements are made, purchases can be charged to that card. But you must contact the auction house within 72 hours from auction close to approve that use. If credit cards are used, no charge-backs are allowed for any reason.

If any check given in payment is not honored for any reason (including but not limited to N.S.F, stop payment order, or the like) you agree whether the check is signed by you as the maker or endorser, that if such check, or any action for non payment for any reason is placed with an attorney for collection, to pay reasonable attorney's fees incurred, with all costs of suit in event suit is instituted.

8. The highest bidder will be declared the buyer. In all cases of a disputed bid the lot shall be resold, but the auctioneer will use his judgment as to the good faith of all claims. His decision is final.

9. All merchandise purchased on site must be packed, transported and/or removed by the purchaser at his own risk immediately after the close of the sale, unless other arrangements have been made for storage and shipping. If any employee or agent of Rich Penn Auctions shall pack or transport the merchandise, it is fully at the risk, responsibility and expense of the purchaser, and Rich Penn Auctions shall not be held liable for any loss, damage or other dispute that may be caused by said agent or employee. All items not removed after close of sale will be moved and stored by Rich Penn Auctions or their agents. Fees, rates and any insurance will be charged accordingly to the purchaser. If you fail to make storage or shipping arrangements or to pick up your merchandise within 30 days, you forfeit the merchandise to the auction company.

Rich Penn Auctions can handle all your shipping needs, for both large and small items. You can find estimated packing and handling charges for standard size packages on our web site, [RichPennAuctions.com](http://RichPennAuctions.com). Click on the current auction link, then on the shipping information link. This information is also included with catalog registration material. Contact the Auctioneer for estimates on shipping larger items that might require special handling or shipping arrangements.

10. Any gambling device purchased at the Rich Penn Auction shall be used only for the purposes of display or social entertainment within the private home or residence of the buyer, and such devices shall not be exposed to the public for the purpose of gambling.

All items in this auction are for display. Due to the age, nature and construction of these items, even if described as working when sold, Rich Penn Auction will not be liable should an item be inoperable when removed from the auction site.

11. This is a privately owned and operated auction. We reserve the right to refuse admittance to any person, or eject from the auction site anyone selling or attempting to sell their own merchandise.

12. Bidding on merchandise automatically constitutes agreement with these provisions.

13. No transfer will be recognized from one buyer to another. Please watch over your children; you are responsible for any damage you or they may cause.

14. All auction sales will be subject to the laws of the State of Iowa. Any disputes that might arise from this auction must be brought to Iowa for determination.

15. The sale of any firearms will be subject to all appropriate Iowa State and Federal firearms laws.