



Absentee and Telephone Bidding Form

**Please return by Nov 8, 2021
Fax this form to 319-291-7136**

Nov 12th -14th, 2021
SullivanBrothers Conv. Center
 200 W. 4th St., Waterloo, IA 50701
& Sycamore 501
 Waterloo, IA 50701

Name: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____
 Email: _____

Number(s) to contact you for phone bidding:

1.) _____

2.) _____

Please Note:

- 1.) Check the box if you wish to bid to the next increment, if your high bid is on the floor or the telephone.
- 2.) In the event identical bids are submitted, the earliest will take precedence.
- 3.) For telephone bids, you will be called 5-10 lots prior to the lot of your interest.
- 4.) For telephone bidding, your starting bid must be at least \$250.
- 5.) Lots sell at approximately 70 lots/hour. Plan accordingly.
- 6.) For absentee bids, if you are the high bidder you will be contacted after the sale.
- 7.) For the added service of phone and absentee bids, the buyer's premium is 19%, discounted to 16% for check or cash.

✓ box	TYPE of BID	AUCTION Lot No	ITEM DESCRIPTION	BID AMOUNT Excluding Premium	✓ box to authorize next highest increment if high bid is on the floor or phone.
	Telephone			\$	<input type="checkbox"/>
	Absentee				
	Telephone			\$	<input type="checkbox"/>
	Absentee				
	Telephone			\$	<input type="checkbox"/>
	Absentee				
	Telephone			\$	<input type="checkbox"/>
	Absentee				
	Telephone			\$	<input type="checkbox"/>
	Absentee				
	Telephone			\$	<input type="checkbox"/>
	Absentee				
	Telephone			\$	<input type="checkbox"/>
	Absentee				
	Telephone			\$	<input type="checkbox"/>
	Absentee				

Required	DATE	SIGNATURE	
	PLEASE INDICATE HOW YOU WILL BE PAYING FOR ITEMS PURCHASED: _____		
	ALL PACKING, SHIPPING & INSURANCE WILL BE CHARGED SEPARATELY TO YOUR ACCOUNT (with NO surcharge) and will be shipped lowest cost shipper, unless otherwise specified. For a shipping quote or shipping information contact Rich Penn Auctions at 319-290-7499 or email: Jon@RichPennAuctions.com		
	NOTE: First time buyers unknown to us must include either a "letter of maximum check limit" from your bank or a deposit of 25% of your total bids via certified check or your credit card number. This amount will be returned or applied to any purchase at the conclusion of the sale.		
VISA OR MC #		3 DIGIT SECURITY CODE	EXPIRATION

All bids must be accompanied by a 25% deposit of the ACTUAL TOTAL BIDS, and for phone bids, 25% of your total ANTICIPATED BID amount.

I understand that Rich Penn Auctions undertakes the execution of telephone and absentee bids as a convenience for their clients and is not responsible for inadvertent failure to execute bids, or for any error in the execution of bids. I have read and agree to the "Conditions of Sale" in the auction catalog.

Signature is required: _____ Date: _____ Initial: _____

Rich Penn Auctions • P.O. Box 1355 • Waterloo, IA 50704 • Telephone (319) 291-6688 • Fax (319) 291-7136

AFTER Nov 4 our Auction Site Phone • 319-290-7499 • Fax 319-291-7136 • E-mail Rich@RichPennAuctions.com

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.

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. 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.