



*Aardvark Antiques LLC dba*

## *Four Seasons Auction Gallery*

*470 Woodsmill Road ~ Gainesville, GA 30501~ (678) 696-8757*

Buyer #: \_\_\_\_\_

The following as amended by any posted notices or oral announcements during the sale, constitutes the entire terms and conditions on which property listed in the catalogue shall be offered for sale or sold by Four Seasons Auction Gallery hereafter called Four Seasons Auction Gallery, and any consignor of such property for whom Four Seasons Auction Gallery has acted as agent through Charles Pharr, Owner. By bidding at an auction, whether in person or by agent, absentee bid, telephone, Internet or other means, the purchaser or bidder agrees to be bound by these Terms and Conditions of Sale.

### TERMS AND CONDITIONS

1. **ALL ITEMS ARE SOLD AS IS, WHERE IS WITH ALL FAULTS.** There are no warranties or representations of merchantability, of fitness, nor of any other kind, express or implied. All items are available for your examination prior to bidding. Written and oral descriptions are our opinions and should in no way be construed as a guarantee of any kind as to authenticity, age, condition, materials or any other feature of items being sold. Four Seasons Auction Gallery attempts to catalog every lot correctly and will attempt to point out any defects but will not be responsible or liable for the correctness of the catalog or other descriptions of the lot. We recommend prospective bidders examine all items in which they have an interest. By placing a bid, either in person, by phone, absentee or via the Internet, you signify that you have examined the items as fully as you desire to or that you have chosen not to examine them. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, we recommend you have an expert examine the lot for you or do not bid on the item in question. If your item(s) are damaged in shipping, you will need to contact the shipper to file a claim. If your item(s) are being shipped and there is a condition problem upon receipt, you are expected to notify us immediately by phone. Our consignors are paid within 10 business days following the end of the auction. Consequently, any condition concerns will be null and void after 5 business days following the end of the auction. Please note that if you pay late and thus receive your item(s) late, this does not qualify you for special privileges. **ALL SALES ARE FINAL, NO REFUND, NO EXCHANGES, NO EXCEPTIONS!!!**
2. All property is sold "AS IS, WHERE IS" and neither Four Seasons Auction Gallery nor the consignor makes any warranties or representations of any kind or nature with respect to property or its value, and in no event shall be responsible for the correctness of description, genuineness, attribution, provenance, authenticity, authorship, completeness, condition of property or estimate of value. No statement (oral or written) in this catalog, at the sale, or elsewhere shall be deemed such a warranty or representation, or any assumption of responsibility. All measurements are approximate. Any verbal terms provided on the day of the auction will take precedence over any written material and will be construed as additional and/or amended conditions and terms of the auction.
3. The successful bidder is the highest bidder acknowledged by the auctioneer. In the event of any dispute between bidders, or in the event of doubt on Four Seasons Auction Gallery's part 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, Four Seasons Auction Gallery's sale record is conclusive.
4. All multiples of items will be sold times the money, ie: a lot of 4 chairs sold at \$50 = \$200 total bid. Calculations for online bidders on items with multiples will be made for the bidder.
5. While many items in the auction will be sold without reserve, the auctioneer and company representatives withhold the right to bid for business or personal reasons on behalf of any consignor for the purpose of protecting a reserve established by the consignor; that is, placing bids during the auction if and when the highest outstanding bid is less than the reserve on the item(s) being offered.
6. On behalf of absentee bidders, absentee bids and phone bids will be executed by Four Seasons Auction Gallery auctioneer or company representative in a competitive and confidential manner. Phone bid arrangements must be made 24 hours prior to start of the auction. Four Seasons Auction Gallery will not be responsible for failure to execute absentee or phone bids.
7. The purchaser assumes full responsibility for any and all items at the fall of the hammer.
8. There will be a premium of 15% (18% for Internet bidders) or the percentage posted on auction day added to the hammer price of each lot purchased and it will be considered part of the total purchase price.
9. All purchases will be subject to a 7% Georgia sales tax, or the applicable tax of the county of the auction location, unless the purchaser possesses a valid tax exempt number. Four Seasons Auction Gallery must have a blanket exemption certificate with permit number and signature on any tax exempt sale. No Exceptions!
10. PAYMENT - All items purchased in person must be paid for on the day of the auction in cash, personal or company check with proper ID, cashier's check, traveler's check, money order, Visa, MasterCard, Discover, or American Express. **There is a \$35.00 fee on each returned check.** Unless prior arrangements have been made with management, items purchased in person at the auction and not paid for the day of the auction will be charged the next day to the credit card you registered

with. All items purchased through absentee and phone bidding will be paid for in the manner described on the Absentee Bid Form/Phone Bid Form, both of which are available at the gallery or online at [www.fsagallery.com](http://www.fsagallery.com). For items bought through internet live auctions, it is the buyer's responsibility to contact Four Seasons Auction Gallery via telephone 678-696-8757, to arrange payment. Four Seasons Auction Gallery will email you an invoice within 3 days from the date of the sale. We accept cash, personal or company check with proper ID, cashier's check, traveler's check, money orders, wire transfers, Visa, MasterCard, Discover, or American Express. Failure to make payment arrangements within 7 days following the auction will result in a NPB being placed on your internet live auction account. If paying by check, Four Seasons Auction Gallery reserves the right to hold the property until the check has cleared. **Any buyer who does not pay their bill in full at the end of the auction will be charged 25% Buyer's Premium, 1.5% interest per month and \$10.00 storage per item, per day.**

11. **SHIPPING - It is the buyer's responsibility to arrange for and pay for shipping. NO EXCEPTIONS!** For online bidders we will provide the names and numbers of several local shippers or you can use a shipper of your choice. **All property should be removed from our premises no later than 6:00 P.M. of the fifth day following the end of the auction unless prior arrangements have been made with Four Seasons Auction Gallery IN WRITING!** Items not removed by the specified time will be charged storage and handling fees of \$10.00 per item, per day until removal. **Please note that removal deadlines are strictly enforced. NO EXCEPTIONS!** Items that are not picked up within five days will be sold for storage and considered abandoned, with all proceeds going to Four Seasons Auction Gallery.
12. Items left at own risk. Four Seasons Auction Gallery is not Bailee's for merchandise and is not responsible for storage, damage, etc. from the time you are recognized as the successful bidder.
13. Four Seasons Auction Gallery reserves the right to withdraw any lot at any time before the auction without liability.
14. The auctioneer reserves the right to reject any bid not commensurate with the value of the property offered.
15. A range of estimates is given on each lot with a low and a high estimate. Estimates should not be relied on as a prediction of the actual selling price.
16. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to it by law, including without limitation the right to hold the purchaser liable for the total purchase price, Four Seasons Auction Gallery at its option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve or minimum selling price, and the purchaser will be liable for any deficiency and costs, including handling charges, expenses of both sales, the commission on both sales at a 25% rate, attorney's fees, and all other charges due hereunder and incidental damages.
17. These terms and conditions of sale, as well as the respective rights and obligations of Four Seasons Auction Gallery and any purchasers or bidder at any sale of Four Seasons Auction Gallery, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**PLEASE PRINT LEGIBLY**

Name: \_\_\_\_\_

Business Name (If Applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone **(Required)**

Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Resale Tax # (If applicable): \_\_\_\_\_ **Driver's License #: \_\_\_\_\_**  
**Attach copy and/or fax certificate** **Required**

Email address: \_\_\_\_\_

**How did you hear about Four Seasons Auction Gallery? Please circle:**

**Friend    Flyer/Brochure    Newspaper    Internet    Sign    Other \_\_\_\_\_**

This information may be used to contact you about future auctions.

**Signature (REQUIRED): \_\_\_\_\_**