



CONDITIONS OF SALE

The property described in the Auction Catalog will be offered and sold by the AAF – Great Falls (Federation), as agent for the Consignor on the following terms and conditions:

1. The Federation and the Consignor assume no risk, liability, or responsibility for the authenticity or the authorship of any property identified in the catalog (that is, the identity of the creator, of the period, culture, source or origin, as the case may be, with which the creation of any property is identified herein).

ALL PROPERTY IS SOLD “AS IS” AND NEITHER THE FEDERATION NOR THE CONSIGNOR MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WITH RESPECT TO THE PROPERTY, AND IN NO EVENT SHALL THEY BE RESPONSIBLE FOR THE CORRECTNESS, NOR DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, OF DESCRIPTION, GENUINENESS, ATTRIBUTION, PROVENANCE OR CONDITION OF THE PROPERTY AND NO STATEMENT IN THE CATALOG OR MADE AT THE SALE OR IN THE BILL OF SALE OR ELSEWHERE SHALL BE DEEMED SUCH A WARRANTY OR REPRESENTATION OR AN ASSUMPTION OF LIABILITY.

2. The Federation reserves the right to withdraw any property at any time before the actual sale.
3. Unless otherwise announced at the time of sale, all bids are per lot as numbered in the printed catalog.
4. The Federation reserves the right to reject a bid from any bidder. Upon the acknowledgement of the winning bidder, either by the auctioneer or a marshal, title to the offered lot will pass to the bidder who thereupon:
 - a) assumes full risk or responsibility thereof,
 - b) will sign a bill of sale of purchase thereof, and
 - c) will pay the full purchase price thereof.
5. **Arrangements for pickup or shipping of all Property shall be made by the purchaser at his/her expense before the conclusion of the Auction activities on Saturday, March 20, 2010. If no arrangements are made, the Artwork may be sent by the Federation to a public warehouse for the account, risk, and expense of the purchaser.**
6. If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to all other remedies available to the Federation and the Consignor by law, the Federation may:
 - a) seek specific performance and hold the purchaser liable for the bid price,
 - b) cancel the sale, retaining as liquidated damages all payments made by the purchaser, or
 - c) resell the property on three days’ notice to the purchaser and for the account and risk of the purchaser, either publicly or privately, and in such event the purchaser shall be liable for the payment of any deficiency, plus all costs, including warehousing, the expense of both sales, and all other charges due hereunder and incidental damages. The Federation shall also be entitled to recover its costs and attorney fees in any action or enforcement effort. The Federation, at its sole discretion, may elect to not pursue any remedy or action without liability to the artist or consignor.



RULES OF SALE

1. Auction bids will be accepted **ONLY** from registered bidders displaying an auction bidder paddle.
 - Auction ticket holders intending to bid at any of the CM Russell Auction events **MUST** preregister as a bidder in advance of the event either by telephone or onsite prior to any of the art auction events.
 - Upon registration as a bidder, a bidder paddle will be issued.
 - Bidder numbers are nontransferable. The registered bidder will be responsible for all bids made with their unique bidder number.
2. Unless the sale is advertised and announced as a sale without reserve, each lot is offered subject to reserve. The Consignor may bid upon his property, as well as upon any other property listed in this catalog.
3. AAF – Great Falls reserves the right to reject a bid from any bidder. The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders, the auctioneer shall have sole and 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, AAF – Great Falls’ sale record shall be conclusive in all respects.
4. If the auctioneer determines that an opening bid is not commensurate with the value of the article offered, he may reject the same and withdraw the article from sale; and if, having acknowledged an opening bid, he decides that any advance thereafter is not of sufficient amount, he may reject the advance.
5. After each lot’s sale, the successful bidder’s number and final bid amount will be announced by the auctioneer. Disputes over successful bidder identity and final bid amounts must be contested at this time.
6. Bidders will present their bidder number in the Finance Room. All lots purchased with that bidder number will be presented to the bidder for payment.
7. Successful bidders will pay the final bid price plus a 13% buyer’s premium for their lots during or immediately following the Auction. The successful bidders may pay by cash, check or credit card. A 3% discount on the buyer’s premium will be give to bidders paying with cash or check. Checks should be made payable to AAF – Great Falls. MasterCard, VISA, Discover, and American Express are accepted.
8. All sales are final and there will be no exchange or refunds on items.
9. Arrangements for the pickup or shipping of Artwork **must** be made by the purchaser before the conclusion of the Auction activities on Saturday, March 20, 2010.