

**RETURN BY  
OCT 31, 2022**

**Rich Penn Auction Event  
- November 4 - 6, 2022 -  
Waterloo Convention Center  
at The Sullivan Brothers Plaza  
200W.4th St. Waterloo, IA 50701**

Assigned Bidder Number

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 full color catalogs,  
return this form with \$40 for each catalog.**

# CONDITIONS OF SALE

1. Once title has passed, 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, however 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 any of the property.

3. Full payment of each purchaser's account must be received at the end of the auction sale or upon check-out. Terms are cash, wire transfer, credit card, certified check or approved check unless other arrangements have been made with the auction company prior to the days of the auction sale. An approved check requires a current bank letter of credit. Payment must be in U.S. Funds. Any wire transfer under \$5,000 will be charged an additional \$25 transfer fee. Please add this to your payment amount.

4. The title in a purchased lot will not pass until Rich Penn Auctions has received the full purchase price in cleared U.S. Funds. Rich Penn Auctions is under no obligation to release a lot to the winning bidder until the title to the lot has passed. Any prior release does not affect the passing of the title or the winning bidder's unconditional obligation to pay the full price. The full price is the total of the winning bid, the winning bidder's premium and any other approved costs.

5. All lots are subject to a 15% buyer's premium for in house buyers, discounted to 12% for cash or approved payment. Absentee and phone bidders are subject to a 20% buyer's premium, discounted to 17% for cash or approved payment. Online bidders are subject to a 25% buyer's premium, discounted to 22% for cash, approved check or wire transfer.

The buyer is responsible to pay all city, state or other taxes due, unless the buyer qualifies as exempt. The buyer is responsible for providing proof of exemption.

LiveAuctioneers Online bidders are to use Auto-Pay to pay by credit card. If not selected, your card will automatically be charged within 72 hours unless you have informed Rich Penn Auctions by phone that you are paying by check, MO or wire transfer. Please call 319-291-6688 or 319-290-7499 if you elect this option so your card will not be charged. If paying by check or money order you should also notify Rich Penn Auctions on Monday following auction.

On lots for shipping, once your payment is processed Rich Penn Auctions will pack your items for shipping. The Shipping Saint will handle logistics and shipping payment. They will receive your paid invoice. They will then contact you by email to make shipping arrangements and process your credit card payment. You will not need to call them or RPA. If credit cards are used, no charge-backs are allowed for any reason.

6. Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been restored, modified, etc. Catalog descriptions include condition information where possible. If you have any questions regarding lots, contact the auction company prior to the auction. **IF YOU ARE UNSURE OF A LOT FOR ANY REASON, DO NOT BID.**

Many items in this auction are intended for display. If items are sold and described as in working condition, that means they did work when sold. Due to the inherent nature and age of these items, if any electronic or mechanical device fails to operate, auctioneer is not liable. No items may be returned for any reason.

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

8. Bidders are required to register and give full photo identification 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 with their preferred on-line host, 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).

9. 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 in the hands of an attorney for collection, to pay reasonable attorney's fees incurred, with all costs of suit in event suit is instituted.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

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

