



Absentee and Telephone Bidding Form

Please return by October 25, 2023
Fax this form to 319-291-7136

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

- Please Note:**
- 1.) Check the box if you wish to bid to the next increment, if you 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 20% discounted to 17% for check or cash.
 - 8.) *If you are Sales Tax Exempt, you must provide a copy of your state sales tax permit.*

Nov 3rd - 5th, 2023
Waterloo Convention Center
at Sullivan Brothers Plaza
 200 W. 4th St., Waterloo, IA 50701

Number(s) to contact you for phone bidding:

1.) _____

2.) _____

✓ box	TYPE of	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				

DATE	SIGNATURE	
Required	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" on the reverse and 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 October 27 our Auction Site Phone • 319-290-7499 • Fax 319-291-7136 • E-mail Rich@RichPennAuctions.com

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 22% buyer's premium. 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.

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. When 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.

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.

