

# Rules and Procedures

## How to bid in the auction:

### NIGHT OF THE AUCTION

- Receive a bid number when you check in at the registration table.
- Write your bid number and bid amount on the forms near each artwork.
- Each artwork has a posted minimum bid below which no bid will be accepted (this is the Reserve Price).
- The first listed price indicates the starting bid.
- Live auction bidding will be made in the increments set forth by the auctioneer.
- All bids are subject to the Rules and Procedures stated herein.
- Silent auction bidding must be made in the posted increments:

Reserve price	Increments
<\$750	\$50
\$751-\$1,500	\$100
\$1,501-\$2,500	\$200
\$2,501-\$5,000	\$250
>\$5,001	\$500

### AFTER THE AUCTION

- Any unsold artwork will be available for purchase through the WPA office for one week after the Auction. Please call 202-234-7103 x5 for more information. [www.wpadc.org](http://www.wpadc.org).

### HOW TO PAY FOR ART PURCHASES

- Go to the Auction Checkout area located in the Recital Hall of the Katzen Arts Center. Make checks payable to WPA or have a credit card ready. Visa, MasterCard, and American Express are accepted.
- Documentation of tax exemption must be provided prior to processing for DC sales tax to be waived. Regulation 402.3 of the District of Columbia Code provides that the gross receipts for the sale of items acquired by a semi-public or social organization for the purpose of resale at a planned function are subject to the 6% sales tax.

### ART PICK-UP PROCEDURES

- Present your paid receipt at the designated art pick-up areas.
- **All purchases must be removed from the Katzen Arts Center the night of the auction.** However, you may make special arrangements to pick up your purchases from the American University Museum at the Katzen Arts Center on Monday, March 8, 2010 between the hours of 10am and 4pm. Arrangements must be made at the time of purchase with the Art Pick Up volunteer at the Auction Check Out. As an added convenience this year, WPA has arranged for all works not take by buyers on March 6 (or March 8) to be delivered by Handle With Care, Inc. with a charge ranging from \$60 upwards depending on location of delivery and dimensions of the work (see SPECIAL NOTES). Arrangements for pick-up and payment may be made by calling George Marmaras at (301) 461-7190 or emailing [handlewithcareinc@prodigy.net](mailto:handlewithcareinc@prodigy.net). Delivery charges will be billed to you directly by Handle With Care, Inc.

### CONDITIONS OF SALE

- The property offered in this sale will be offered and sold by WPA solely. Any questions should be directed to WPA.
1. (a) WPA does not assume any risk, liability, or responsibility for the authenticity of the authorship of any property offered at this auction (that is, the identity of the creator or the period, culture, source of origin, as the case may be, with which the creation of any property is identified).
  - (b) ALL PROPERTY IS SOLD "AS IS" AND WPA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, AND IN NO EVENT SHALL BE RESPONSIBLE FOR THE

CORRECTNESS OF ANY CATALOGUE, BID SHEETS, OR NOTICES OR DESCRIPTIONS OF PROPERTY, NOR BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTY OF PHYSICAL CONDITION, SIZE, QUALITY, RARITY, IMPORTANCE, GENUINENESS, ATTRIBUTION, AUTHENTICITY, PROVENANCE, OR HISTORICAL RELEVANCE OF THE PROPERTY. No statement in any catalogue, notice, or description or made at the sale, in any bill of sale invoice or elsewhere, shall be deemed such a representation or warranty of any assumption of liability. WPA makes no representation or warranty, expressed or implied, 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 repaired or restored.

2. Any property may be withdrawn by WPA at any time before the actual sale without any liability therefore.
3. WPA reserves the right to reject a bid from any bidder. The highest bidder acknowledged at the close of bidding shall be the purchaser. In the event of any dispute between bidders, WPA 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, WPA sale records shall be conclusive in all respects.
4. At the closing of each silent auction section and the documentation of the highest bid by the Auction Coordinator or on the fall of the auctioneer's hammer, the highest bidder shall be deemed to have purchased the offered lot subject to all of the conditions set forth herein and thereupon (a) assumes the risk and responsibility thereof (including without limitation damage to frames or glass covering prints), (b) will sign a confirmation of purchase thereof, and (c) will pay the full purchase price therefore or such part as WPA may require. **All property shall be removed from the Katzen Arts Center by the purchaser at his expense the night of the auction or no later than one business day following its sale (Monday, March 8, 2010) and, if not so removed, will be sent by WPA at the expense of the purchaser to a public warehouse for the account, risk, and expense of the purchaser and such added charges will then be added to the purchase price of the object.** If the foregoing conditions and other applicable conditions are not complied with, in addition to other remedies available to WPA by law, including, without limitation, the right to hold the purchaser liable for the bid price, WPA at their option, may either (a) cancel the sale, or (b) 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 payment of any deficiency, all other charges due hereunder, and incidental damages.
5. Any checks should be payable to WPA.
6. (a) In the case of absentee bids or bids transmitted by telephone, WPA is not responsible for any errors or omissions in connection with such bids.  
(b) All lots are offered for sale subject to a reserve, which is the minimum price below which such lot will not be sold.
7. These Conditions of Sale, as well as the purchaser's and WPA's respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of the District of Columbia. By bidding in this auction, whether in person or by agent, absentee bid, telephone or other means, the purchaser shall be deemed to have consented to the exclusive jurisdiction of the state and federal courts sitting in the District of Columbia.

### SPECIAL NOTES

- Artwork dimensions are listed by height by width by depth (H x W x D).
- Prices listed are suggested retail, provided by the artist or artist's estate.
- Handle With Care, Inc. Estimated Delivery Charges are \$60.00 per item within the DC Metro Area (including insurance). Please inquire for other locations.  
Delivery Monday - Friday, 10 am-4 pm
- Payment for Handle With Care, Inc. art transport services will be requested in advance or upon delivery directly by Handle With Care, Inc.