

# **CRESCENT CITY AUCTION GALLERY**

## **Conditions of Sale**

By registering and bidding in a CCAG auction, bidders (whether present in person, by telephone, by agent, by written or telephone absentee bid instruction, or through the internet) agree to be bound by the following Conditions of Sale, which may be supplemented or amended at any time. If a bid is placed by an entity, the person executing the bid on the entity's behalf agrees to personally guarantee payment for any successful bid.

All bidders must meet CCAG's qualifications for bidding.

### **General Conditions of Sale**

All sales are final and all lots are sold "as is, where is." Payment and removal of items is due within seven (7) days of the auction, unless other arrangements are made and confirmed in writing by CCAG. The purchaser is responsible for removal of all purchases and for all costs in connection with purchases all items. No merchandise will be released before the end of the auction.

Crescent City Auction Gallery, LLC (CCAG) does not guarantee, warrant, or represent the description, genuineness, provenance, importance, or condition of an item. While CCAG has endeavored to catalog and describe all items correctly, no statement made in the catalog description or verbally prior to or during the sale shall be deemed to express any warranty, representation or assumption of responsibility by this company. The purchaser accepts all Conditions of Sale and other provisions stated herein by registering with CCAG to bid at auction.

All telephone bids must be in by 5:00 p.m. on the Friday before the auction. No telephone bids will be accepted on the day of the auction. While CCAG makes every effort to execute instructions regarding telephone bidding, CCAG assumes no responsibility for failure to execute bids for any reason whatsoever. Telephone bidders must be willing to bid the low estimate on each item.

A 25% buyer's premium (3% discount for cash or check) will be applied to all purchases as well as applicable sales tax. Absolutely no items may be removed before end of sale. We will be here one hour after the auction and Monday through Friday the week following the auction from 10 a.m to 5 p.m.

## **Conditions of Sale**

### **WAIVER OF ALL WARRANTIES**

Any and all warranties provided by law are waived herein. No statement regarding condition, kind, value, or quality of a lot, whether made orally at the auction or at any other time, or in writing in this catalogue or elsewhere, shall be construed to be an express or implied warranty, representation, or assumption of liability. Any such warranty is waived. Regarding works of art, CCAG does not make any express or implied warranty as to authorship. No statement in the catalogue or elsewhere, orally or in writing, shall be construed as an express or implied warranty, representation or limitation of liability as to authorship. Any such warranty is waived.

### **AUCTIONEER'S DETERMINATION FINAL**

The auctioneer shall have absolute discretion in determining the successful bidder. At the fall of the auctioneer's hammer, title to the offered lot will pass to the bidder acknowledged by the auctioneer. The bidder thereupon assumes full risk and responsibility for the purchased items, including the full purchase price for the lot, all costs and expenses of handling, shipping, insurance, taxes, export, and otherwise, and is liable for the full purchase price, plus the buyer's premium, applicable taxes, and any other associated expenses.

The auctioneer has the right to accept or reject any bid in his absolute discretion. The auctioneer may decide whether any original bid is commensurate with the value of the article offered, or whether any advance thereafter is of a sufficient amount, and may reject the bid in either case. The auctioneer also has the right to vary the bid increments in his discretion.

The auctioneer reserves the right to withdraw any item at any time before the sale of the item.

### **BUYER DEFAULT**

In the event of default, the buyer will be responsible to CCAG and the consignor for the full purchase price, buyer's premium, taxes, and all other related costs and expenses, including attorneys' fees in the additional sum of 10% of the gross amount due CCAG, interest as provided by law, collection fees and expenses, late charges, any deficiency, and all other damages.

If CCAG should bring an action to enforce the Conditions of Sale and/or to collect any amount due and owing to it, CCAG shall also be entitled to collect as additional damages, all other related costs and expenses, including attorneys' fees in the sum of 10% of the gross amount due CCAG, interest as provided by law, collection fees and expenses, late charges, storage fees, and any deficiency.

If the buyer fails to comply with any of the Conditions of Sale stated herein or as supplemented or amended from time to time, CCAG reserves the rights to hold the defaulting buyer liable for the full purchase price, to cancel the sale, to retain any payment made by the buyer as liquidated

damages, to resell the property, either with or without reserve, and by private sale or auction, with a seven (7) day prior notice to the buyer, or to take such other actions available by law as deemed necessary or appropriate.

## PAYMENT

The successful bidder agrees to pay a buyer's premium in the amount of 25% of the hammer price on each lot. CCAG discounts the buyer's premium by 3% if the buyer pays in full with cash or by check.

Payment in full must be made by the successful bidder within seven (7) days of the auction date. Interest charges will apply to invoices not paid after this period expires. CCAG reserves the right to require payment in full of the sales price at the moment of the successful bid. VISA, MasterCard, Discover and American Express are accepted for invoices up to \$25,000.00 per customer.

Unless exempt by law, the purchaser is required to pay all applicable taxes, including but not limited to, Louisiana and local taxes, and, if applicable, any federal luxury or other tax on the total purchase price. The purchaser is also required to pay all international customs, duties, and other tariffs as required by law. Documentation of tax exemption must be provided upon registration. Taxes will not be removed without proper documentation.

## QUALIFICATIONS TO BID

A bidder who is not a CCAG client in good standing may be disqualified by CCAG. CCAG reserves the right to exclude any person from the auction. Any customer not accredited by CCAG must present a letter of reference from their bank or other suitable source acceptable to CCAG. CCAG requires that the merchandise be held on premises until the check clears or money is obtained into our account.

## SHIPPING

CCAG will work with any shipper of your choosing and will provide information on packers and shippers. CCAG does not ship any items sold at auction, nor does CCAG pack items purchased at auction. The handling of purchased lots by CCAG is at the purchaser's risk. CCAG suggests that the designated shipper carries insurance in a sufficient amount of your purchases, as CCAG is not responsible for any damage or loss that occurs while your objects are in another's care. Final shipping arrangements and agreements are strictly between the buyer and the shipper. CCAG will not be responsible for any damage or loss that occurs if you choose a shipping method that CCAG has advised against and CCAG will require a waiver from the purchaser acknowledging same.

## STORAGE

CCAG will store items purchased at auction for up to ten (10) days after the auction. On the first business day thereafter, lots remaining in the gallery will be turned over to a storage facility. The owner will be responsible for handling and storage costs. Handling costs will be a minimum of \$50.00. Storage rates will carry a minimum charge of \$100.00 per month. All items handled or stored are at the purchaser's risk. Storage charges are billed monthly and must be paid in full before merchandise is released. We are not liable for any damage to merchandise after the sale.

CCAG is not responsible for any damage or loss on property purchased but not removed from premises. If the purchased property is not removed within thirty (30) days of the sale, the buyer will thereafter be assessed a \$10.00 per lot storage charge per day. CCAG may, in its discretion, remove the purchased items to public storage at the buyer's risk and expense. All associated charges will be added to the total invoice and must be paid in full before the items will be released.

## CONDITION

CCAG does not accept returns on the basis of condition. It is the buyer's responsibility to inquire as to the condition of a specific lot prior to bidding. CCAG does not include condition in the description of the lot. Please email all condition requests to [info@crescentcityauctiongallery.com](mailto:info@crescentcityauctiongallery.com) and include all contact information. Condition requests are answered in the order received. Condition reports will not be given by telephone under any circumstances.

The deadline to submit condition report requests is 5p.m. on the Wednesday before the auction. Following that time, CCAG cannot assure completion of the condition report prior to auction. Condition requests placed on auction day will not be answered. CCAG reserves the right to close the Condition Report desk at any time.

Do not bid if you have not received a condition report. All potential buyers should be sure they have read and agree to the Conditions of Sale.

If you are interested in obtaining a shipping quote for a piece of artwork, please note that all dimensions contained in CCAG's art descriptions are of the art only and do not include the frame. CCAG will provide dimensions with the frame upon request.

## GOVERNING LAW

The laws of the State of Louisiana shall govern all CCAG auctions and any and all disputes arising from the auction and/or any auction purchase, as well as all Conditions of Sale stated herein, as supplemented and amended from time to time.

## FORUM FOR DISPUTES AND CONSENT TO JURISDICTION

By registering with CCAG for the auction, every bidder and purchaser agrees to submit to the sole and exclusive jurisdiction of the courts of the State of Louisiana with respect to any dispute arising in connection with the auction and/or any auction purchases.

In the event of a lawsuit, each bidder and purchaser consents to the jurisdiction of the federal courts and/or state courts located in Louisiana, and the dispute shall be governed by Louisiana law as provided in the preceding paragraph, Governing Law. If items are auctioned or offered for sale only through an online auction, the laws of the State of Louisiana shall govern. In all cases, the right to trial by jury is hereby waived.

#### MEDIATION OF DISPUTES

In the event of a dispute arising from the bidding on an item at auction or purchase of an item and any matter related thereto, and prior to the filing of a lawsuit, the parties to this contract agree to first submit the dispute to mandatory mediation. No lawsuit may be filed without prior mediation of the dispute between the parties. The mediation will take place in CCAG's domicile, New Orleans, Louisiana, and shall be conducted by a mediator chosen solely by CCAG. The mediation will be conducted solely at the bidder or purchaser's expense.

#### IMPORT AND EXPORT

On occasion there may be items sold at auction that could be subject to federal and state laws, regulations, and restrictions regarding the licensing, importing, exporting, resale, transporting, conservation, and the like, of items purchased at auction from CCAG. It is the prospective bidder's sole responsibility to be aware of and to comply with all laws and regulations regarding items purchased, and CCAG makes no representations, warranties, and/or guaranties whatsoever regarding same.