

# **1st Annual Locust Grove Invitational Fine and Decorative Arts Auction To Benefit Locust Grove, the Samuel Morse Historic Site**

**Sunday, April 26, 2009 at 1pm**

The 1st Annual Locust Grove Invitational Fine and Decorative Arts Auction to Benefit Locust Grove, the Samuel Morse Historic Site will be held on Sunday, April 26, 2009 at 1PM EST.

**Locust Grove** acts as agent for various consignors. Locust Grove is not acting as agent for the bidder or buyer. Locust Grove and the James Cox Gallery (JCG) at Woodstock (co-sponsor) have taken care to describe and depict all items fairly and accurately, but take no responsibility regarding authenticity, condition, or description. All lots may be examined prior to sale at the times and places listed in our promotional advertising and on our website. Descriptions may be altered at any time by notice or announcements.

Bids made in person, by telephone, online, by agents or in written form may be submitted to the auctioneer. By registering to bid you agree to be bound by all terms and conditions of sale. Bidding on any item indicates acceptance of the following terms:

## **TERM AND CONDITIONS OF SALE:**

1) **REGISTRATION:** All prospective bidders are required to register in advance of the sale. We may require photo identification and bank references for registration. By bidding at the auction, a buyer assumes responsibility to pay the purchase price bid plus the buyer's premium and any additional charges that become due and payable in connection with the purchase of property. If available online bidders must register with LiveAuctioneers before bidding. Proper identification will be required. Auctioneer reserves the right to refuse to register any prospective bidder for any reason.

2) **BUYER PREMIUMS:** All online bidders are subject to a 15% buyer's premium which will be added to the hammer price for each lot sold on LiveAuctioneers.

All auction absentee bidders (bidders leaving order bids) and buyers bidding via telephone will bid subject to the same 15% buyer's premium.

All bidders in attendance will also be subject to a 15% buyer's premium.

3) **PAYMENT:** Internet sales must be paid for within five BUSINESS DAYS of the sale or Seller may void sale. Please do not make payment until you have received an official invoice from James Cox Gallery. Acceptable forms of payment include MasterCard and Visa or PayPal, sent to pay@jamescoxgallery.com. Buyers who have established accounts with the James Cox Gallery prior to the auction may pay by check, bank check or money order.

Buyers in attendance may make payment in cash (In House Only), VISA or Master Card or with approved check.

## **BIDDING:**

4) The highest bidder acknowledged by the auctioneer shall be the buyer.

In case of a dispute the auctioneer shall determine the buyer or re-open the bidding process to settle the dispute.

As a convenience to buyers who cannot be present on the day of the sale we will use reasonable efforts to execute, on a competitive basis, bids left with us via phone, fax, in person or the internet, whether by absentee or a live bidding program. We assume no responsibility for failure to execute any such bid, or for errors or omissions made in connection with the executing of any such bid.

In the case of tie bids between an online bidder and a bidder in attendance, the bid from the person in attendance shall win.

5) Once property is sold the buyer assumes all risk of loss or damage to the property. The buyer assumes responsibility for all costs and expenses related to the sale. Ownership passes to the buyer when full payment is received.

6) Pre-sale estimates are intended to be rough guides of value and do not necessarily reflect actual value or hammer price.

7) Locust Grove and JCG have the right, in their absolute discretion, to determine the conduct of the sales as they see fit. They reserve the right to advance bidding, to reject bids, to combine lots, to split lots, to re-offer and resell lots and to withdraw lots before the actual sale.

8) **RESERVES:** Reserves are in some cases set by sellers as a confidential minimum that must be met before an actual sale is consummated. Lots with reserves are indicated in the print and on-line catalogue. No reserve is higher than the low estimate.

9) Locust Grove and the JCG reserve the right to withdraw any lot from the sale at their discretion.

10) **SALES TAX:** All sales are subject to New York state sales tax (in Dutchess County 8.25%) except where/when exempt by law. Proper documentation must be on file before this tax may be waived. International buyers assume responsibility for any additional taxes or fees associated with shipment destinations.

11) **SHIPPING:** Shipping, packing and insurance are all outsourced (see list of approved shippers) and are services provided at buyer's expense and paid directly to the shipper. Buyers may contract with their own shippers however they must complete auction payment to the James Cox Gallery in full before items are released to shippers.

12) All property is sold AS IS. All sales are final. No returns are accepted. Descriptions of size, condition, images, subjects, dates etc. are made to the best of our knowledge but are opinions only. Bidders are encouraged to examine property in this sale which they intend to bid on, prior to the auction.

13) **RECESSION OF SALE BY LOCUST GROVE and/or JAMES COX GALLERY:** If we become aware of an adverse claim by a third party relating to property purchased by the buyer, we may, in our discretion, rescind the sale. The buyer will promptly return the property to us, at which time we refund the hammer price, the buyer's premium and sales tax with respect to the property. This refund will represent the buyer's sole remedy against us and/or the consignor in case of a recession of sale under this paragraph.

## **NOTE:**

**WE ARE HAPPY TO ANSWER QUESTIONS ABOUT ANY LOT OR PROCEDURE.  
IT IS BEST TO CONTACT US 48 HOURS OR MORE BEFORE THE SALE.**