

MONOTHON 2024 ABSENTEE BID FORM

If you wish to place an absentee bid on a lot in the Center for Contemporary Printmaking's Annual MONOTHON Art Auction Benefit to be held on Saturday, October 26, 2024, at 299 West Avenue, Norwalk, Connecticut, please complete this form.

Absentee bids may be placed in two ways:

1. In person at the Center for Contemporary Printmaking, 299 West Avenue, Norwalk CT
2. Complete this form, then scan and email all 5 pages of this Absentee Bid Form to CCP by Wednesday, October 23, 2024, at 5 PM.

HOW ABSENTEE BIDDING WORKS:

Please place the highest bid you are willing to pay. In the event of identical bids, the bid received from the attendee at the auction event will take precedence. Upon the close of the auction, all bids will be considered final. Winning absentee bidders will be contacted Monday after the auction with the final bid amounts and the total due to CCP expected at that time.

Absentee Bid Form

Please fill out all of the following information.

Bids will not be accepted without complete credit card information.

I wish to place the following bid for the Center for Contemporary Printmaking's Annual MONOTHON Art Auction Benefit to be held on Saturday, October 26, 2024 at 299 West Avenue, Norwalk, Connecticut. This bid is to be executed by a representative of CCP up to but not exceeding the amount specified below. Each bid is per lot, as indicated, and all bids will be executed and are accepted subject to the conditions of sale printed herein.

Terms and Conditions begin on page 3.

ABSENTEE BID FORM

SALE TITLE: 25th Annual MONOTHON Auction

SALE DATE: Saturday, October 26, 2024

NAME _____

SUBMIT BIDS BY EMAIL TO:
khenrikson@contemprints.org

EMAIL _____

ADDRESS 1
STREET _____

**BIDS MUST BE RECEIVED BY 5 PM
WEDNESDAY, OCTOBER 23RD**

ADDRESS 2
CITY/STATE/ZIP _____

PHONE _____

Bids will be confirmed by email

LOT NUMBER or ARTIST NAME <small>(In alphabetical or numerical order)</small>	TITLE/DESCRIPTION OF LOT	TOP LIMIT OF BID

PAYMENT INFORMATION (*PLEASE PRINT*)

NAME (as appears on card): _____

PHONE (cell) _____ Alternate Phone _____

EMAIL _____

BILLING ADDRESS

Street _____

City _____ State _____ Zip _____

SHIPPING ADDRESS (if different from above)**

Street _____

City _____ State _____ Zip _____

** Buyer agrees to pay cost of delivery/shipping if required

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF SALE SIGNATURE _____

(Typed name transmitted electronically qualifies as legal signature)

TERMS & CONDITIONS

1. APPLICABLE TERMS AND CONDITIONS

Each lot in ONLINE CATALOG OF LIVE AUCTION OFFERINGS (Catalog) will be offered for sale subject to the terms and conditions set forth below, as changed or supplemented by provisions (i) written in other places in the Catalog, (ii) written in supplements to the Catalog or other written material prepared by us, and/or (iii) as stated by the auctioneer or posted in writing at the time of auction, prior to a bid being accepted for the lot. In offering property for sale, we are acting solely as agent for the consignor, unless otherwise indicated in the Catalog or at the time of auction. By bidding at the auction, whether in person, through an agent, by written bid, by telephone bid, or by other means, the buyer and all bidders agree to be bound by these terms and conditions, as changed or supplemented as provided in this paragraph.

2. DEFINITIONS

The use of "we," "us," "our" or "CCP" in these Terms and Conditions refers to the Center for Contemporary Printmaking, Inc., a non-profit 501 (c) (3) corporation, and the use of "buyer" refers to the person or entity buying property at the auction or at a private sale. "Terms and Conditions" refers to these terms and conditions, as changed or supplemented in the ways mentioned in Paragraph 1 above. The "consignor" refers to the seller(s) and any party(ies), acting as agent for the seller(s) in consigning the Property to us for sale. A "lot" refers to the lot in which Property is grouped by us. "Property" refers to each item of property listed for sale at auction or by private sale. The "reserve" refers to the minimum price at which the Property is to be sold.

3. WARRANTY INFORMATION; BUYER'S REMEDIES

Limited Warranty; Sole Remedy: The authorship of fine art is warranted only as set forth in the Authorship Warranty appearing in these Terms and Conditions. The meaning of "fine art" and "authorship" is also set forth in the Authorship Warranty. Buyer's sole rights and remedy for any nonconformity shall be as expressly set forth in the Authorship Warranty and as provided in this Paragraph 3, whether the claim arises in contract, warranty, tort, negligence, strict liability or otherwise.

Disclaimer of Warranties: Except for rights that the buyer receives under the Authorship Warranty,

(i) all Property is sold "AS-IS, WHERE-IS AND WITH ALL FAULTS," and neither we nor the consignor make any guarantees, warranties or representations, express or implied, with respect to the Property, except as to warranty of title. All implied warranties of MERCHANTABILITY and FITNESS FOR PURPOSE ARE SPECIFICALLY DISCLAIMED by us and the consignor;

(ii) Specifically, neither we nor the consignor make any representation or warranty of any kind, express or implied, with respect to any of the following characteristics of the Property: age, authenticity, genuineness, attribution, provenance, origin, physical condition, importance, size, quality, quantity, rarity, value, exhibitions, historical references or significance, medium, material, period, culture, source or origin;

(iii) All information in the Catalog or elsewhere, concerning the characteristics mentioned in (ii) above, is offered to bidders as a statement of opinion only. It is not intended to contain statements of fact for which the consignor or we may be held liable. This disclaimer of liability on our part applies whether the information is included in the Catalog, advertisements, announcements, or communicated through our representatives, bills of sale or elsewhere, and whether written or oral; and

(iv) Neither we, nor the consignor, shall be responsible for the correctness or accuracy of descriptions or other information in the Catalog or elsewhere. The bidder assumes the full responsibility to inspect and evaluate the Property to its, his or her complete satisfaction prior to any purchase. The bidder must make an independent judgment about (a) the Property, (b) its value, and (c) descriptions or other information about the Property. We may, without in any way diminishing our disclaimers of liability contained in this Paragraph 3 and elsewhere, mention in the description of the lot significant damage, although this does not include all faults, imperfections and restorations. In addition, all measurements stated in the Catalog are approximate.

No Warranty of Reproduction: Neither we nor the consignor make any warranty or representation, express or implied, concerning any rights of copyright or reproduction in, to or of the Property.

Price Estimates: The estimates provided in the Catalog are merely our opinion of the price that a willing buyer would pay for the Property at auction. The actual price that might be realized at auction or upon resale of the Property may be substantially different from these estimates. We shall not be liable in any way for such a difference.

Remedies for Breach of any Warranty: If there is any breach of a warranty, buyer's sole remedy shall be to rescind the sale and receive a refund of the purchase price. This means that neither we, nor the consignor, shall have any liability for other damages, such as but not limited to, direct, indirect, special, incidental or consequential damages. No refund will be made until the Property is returned at buyer's expense to the premises of the Center for Contemporary Printmaking from whom the Property was purchased, in the same condition as at the time of sale. We act only as agent for the consignor and make no independent warranty of any kind. Nothing in this Paragraph 3 is intended to exclude any warranty of title required to be given under the Regulations of the Connecticut State Department of Consumer Affairs.

4. THE AUCTION

Bidding by Paddle: All persons attending the auction must obtain a bidder's paddle prior to bidding. The bidder must qualify to bid and may be asked to provide a financial reference. The Auctioneer may refuse to recognize any person without a bidder's paddle. If you are not able to attend the auction you may submit an Absentee Bid.

Absentee Bids: As a convenience to buyers who cannot attend a sale in person, we may, if so instructed, execute written absentee bids on a buyer's behalf, without additional cost. Absentee bidders are required to submit bids on the "Absentee Bid Form," a copy of which is available online at www.contemprints.org or by email request to info@contemprints.org. The buyer must clearly indicate the maximum amount buyer intends to bid. "Buy" bids will not be accepted. Absentee bids, whether written, executed by telephone, or otherwise, is an accommodation for the buyer, and we will not be liable for errors, omissions or failure to execute bids. Lots are bought for absentee bidders at the lowest possible price permitted against other bidders and the reserve.

Bidding Intervals: For your convenience, bidding generally commences at an increment below the low estimate and may proceed at the following intervals: up to \$1,000 by \$50; \$1,000-3,000 by \$100; \$3,000-\$5,000 by \$250; \$5,000- \$20,000 by \$1,000 at Auctioneer's discretion.

Auctioneer Announcements: All terms, conditions, notices, descriptions, statements and other matters in the Catalog and elsewhere concerning any lot may be changed or added to by the Auctioneer, prior to any bid being accepted for the lot.

RESERVES: ALL LOTS ARE OFFERED SUBJECT TO A RESERVE. WE (OR THE AUCTIONEER) MAY IMPLEMENT THE RESERVE BY BIDDING ON BEHALF OF THE CONSIGNOR AT THE AUCTION. THIS MEANS THAT WE (OR THE AUCTIONEER) MAY OPEN THE BIDDING ON ANY LOT BY PLACING A BID ON BEHALF OF THE CONSIGNOR. WE OR THE AUCTIONEER MAY FURTHER BID ON BEHALF OF THE CONSIGNOR BY PLACING SUCCESSIVE OR CONSECUTIVE BIDS FOR A LOT, OR BY PLACING BIDS IN RESPONSE TO OTHER BIDDERS UP TO THE AMOUNT OF THE RESERVE. THE RESERVE, WHICH IS CONFIDENTIAL, IS DETERMINED BY AGREEMENT WITH THE CONSIGNOR AND MAY EQUAL, BUT WILL NOT EXCEED, THE LOW ESTIMATE OF THE LOT. IF WE HAVE AN INTEREST IN A LOT OTHER THAN OUR COMMISSION, WE MAY BID UP TO THE RESERVE TO PROTECT SUCH INTEREST.

Sale to the Highest Bidder: A lot shall be sold to the highest bidder determined by the Auctioneer, subject to the terms and conditions of sale. Title to the lot shall pass upon the fall of the Auctioneer's hammer. The buyer shall be obligated to pay the purchase price, including buyer's premium and applicable taxes, as set forth in the terms and conditions. Upon title passing to buyer, buyer assumes all risk of loss and damage to the Property and all responsibility with respect to the Property, such as but not limited to the obligations, costs and expenses for handling, shipping, insurance, taxes and export of the Property.

Discretion: The Auctioneer has the right to: (i) reject any bid, (ii) refuse to acknowledge any bidder, (iii) challenge bids, (iv) withdraw a lot from sale or pass the lot, (v) reject any advance in the bidding if the Auctioneer deems it insufficient, and (vi) otherwise regulate the bidding and its increments. In the event of a dispute between bidders, the Auctioneer has the absolute right to determine the successful bidder or to re-offer the lot in dispute. If any dispute arises after the sale, CCP sales records shall be deemed conclusive. We also reserve the right to divide any lot and to combine any two or more lots. The discretion of the Auctioneer as described in this Paragraph 4 may be fully exercised in the absolute discretion of either CCP or the Auctioneer, without liability of any kind on the part of CCP or the Auctioneer.

5. PURCHASES AND PAYMENT

The purchase price to buyer for the lot shall be the amount of the successful bid price. All sales are final and are considered a legal contract between the buyer and CCP.

Payment: Buyers are required to pay for successful purchases immediately following the auction unless other arrangements are agreed to in writing in advance of the auction.

All payments must be made in United States dollars with cash, Zelle, Venmo, Visa, MasterCard, American Express or check. Buyers paying for a work over \$1,500 with check must also provide a credit card.

6. REMOVAL OF PROPERTY; LATE CHARGES; WORK OF OTHERS

Collection of Purchased Property: Details are located under the section titled Special Terms and Conditions. No purchase may be claimed or removed until it has been fully paid for, unless otherwise agreed to by CCP in writing.

Storage and Late Payment Charges: After 35 days, an administrative fee of \$45 and a storage fee of \$5 per day per lot will be charged. We reserve the right to charge a late payment fee of 11/2% per month on the purchase price if payment is not received on time as provided in these Terms and Conditions. We also reserve the right to place Property in public storage, in which case buyer shall be charged the amount of such storage and appropriate insurance, and other reasonable costs associated with storage of the Property.

Accommodation Services: Any packing, handling, insurance, shipping or other services, which we agree to provide or arrange for, are recommended or furnished only as a courtesy to the buyer. All costs and risks associated with such services shall be fully assumed by the buyer. The costs of such services shall be paid in advance or promptly reimbursed to us, at our discretion. If assisted by CCP in finding a fine art shipper for your Property, please note that CCP shall not under any circumstances be liable for acts or omissions by shippers' packers, handlers or others, even if their acts or omissions result in the loss of or damage to Property.

7. BUYER'S BREACH

Remedies upon Buyer's Breach: If buyer fails to comply with any of its obligations, buyer will be in default. In that case, the buyer will be liable for the full purchase price, including fees and charges. In addition, at our option we may (i) cancel the sale of the lot(s) on which buyer is in default and on all other lots sold to buyer, and keep all payments made by buyer as liquidated damages, (ii) resell the lot(s) at private or public sale, without reserve, and (iii) exercise any other rights given by law. In any event, we shall be entitled to recover from the defaulting buyer any amounts that remain due us on the purchase price, together with all fees and charges. We shall also be entitled to recover all damages, including costs of collection incurred in connection with buyer's default. These costs of collection include, but are not limited to, handling charges, normal sales commissions and expenses (on both the sale for which buyer defaulted and on any resale), and reasonable attorneys' fees and expenses.

8. PRIVATE SALES

These Terms and Conditions shall also apply to any private sale by us of Property.

9. Limitation of Liability

We are acting as agent only in connection with sale of Property. We disclaim any responsibility for a breach or default by the consignor, except as specifically stated above. In no event will our liabilities for any breach, act or omission (including, but not limited to, any breach of the Authorship Warranty or any breach of a warranty of title) exceed the purchase price actually paid by buyer. BUYER AGREES THAT WE SHALL HAVE NO LIABILITY UNDER ANY CIRCUMSTANCES FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, whether in contract, warranty, tort, strict liability, negligence or otherwise, arising out of, resulting from, or relating in any way to (I) the Property or its purchase, sale, delivery or non-delivery, or (ii) the acts or omissions of us or our agents, representatives, affiliates, officers, directors or employees.

10 GOVERNING LAW; SUBMISSION TO JURISDICTION

The laws of the State of Connecticut (excluding its conflicts of law rules) shall be used to interpret the meaning of these Terms and Conditions and the Authorship Warranty. By bidding at an auction or otherwise purchasing Property, whether personally or by an agent, and whether physically present at an auction or bidding by way of written, telephone, electronic or other bid means, BUYER CONSENTS TO THE JURISDICTION OF (I) THE STATE.

COURTS OF THE STATE OF CONNECTICUT LOCATED IN STAMFORD, CT AND (II) THE FEDERAL COURTS FOR THE SOUTHERN AND WESTERN DISTRICTS OF CONNECTICUT. BUYER ALSO AGREES THAT ANY LAWSUIT BUYER MAY BRING AGAINST US WILL BE BROUGHT ONLY (I) IN THE STATE COURTS OF THE STATE OF CONNECTICUT LOCATED IN STAMFORD, CT, OR (II) IN A FEDERAL COURT FOR THE SOUTHERN OR WESTERN DISTRICTS OF CONNECTICUT.

11. WAIVER

Any provision of the Terms and Conditions and of the Authorship Warranty may be waived by us, provided that such waiver is in a writing signed by one of our

duly authorized officers. A waiver on one occasion shall not be a waiver on any other occasion, nor shall any waiver of one provision affect our ability to insist on strict performance by buyer of all other provisions.

12. INFORMATION

If you need further information or have any questions about these Terms and Conditions, the Authorship Warranty or any other provisions applicable to a sale, please call us at 203-899-7999 or email to jackers@contempprints.org

AUTHORSHIP WARRANTY

Center for Contemporary Printmaking warrants the authorship of property in this auction catalog for a period of five years from date of sale by Center for Contemporary Printmaking, subject to the exclusions and limitations set forth below.

(a) Center for Contemporary Printmaking gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property created prior to 1870, unless the property is determined to be counterfeit (defined as a forgery made less than 50 years ago with an intent to deceive) and has a value at the date of the claim under this warranty which is materially less than the Purchase Price paid; (iii) property where the description in the catalog states that there is a conflict of opinion on the authorship of the property; (iv) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; or (v) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalog or which were at such time deemed unreasonably expensive or impractical to use.

(b) In any claim for breach of the Authorship Warranty, Center for Contemporary Printmaking reserves the right, as a condition to rescinding any sale under this warranty, to require the buyer to provide to us at the buyer's expense the written opinions of two recognized experts approved in advance by Center for Contemporary Printmaking. We shall not be bound by any expert report produced by the buyer and reserve the right to consult our own experts at our expense. If Center for Contemporary Printmaking agrees to rescind a sale under the Authorship Warranty, we shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by us.

(c) Subject to the exclusions set forth in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that (i) he or she has notified Center for Contemporary Printmaking in writing within three months of receiving any information which causes the buyer to question the authorship of the lot, specifying the auction in which the property was included, the lot number in the auction catalog and the reasons why the authorship of the lot is being questioned and (ii) the buyer returns the lot to Center for Contemporary Printmaking in the same condition as at the time of its auction and is able to transfer good and marketable title in the lot free from any third party claim arising after the date of the auction.

(d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy shall constitute the sole remedy and recourse of the buyer against Center for Contemporary Printmaking, any of our affiliated companies and the seller and is in lieu of any other remedy available as a matter of law. This means that none of Center for Contemporary Printmaking, any of our affiliated companies or the seller shall be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original purchase price.