

INGRID O'NEIL
P.O. Box 265
Corona Del Mar, CA 92625 USA

MAIL BID AUCTION 66
Saturday, August 6, 2011
Stephen Convention Center
Rosemont, Illinois

Tel: (949) 715-9808
Fax: (949) 715-1871
Email: auction@ioneil.com

Bids are Welcomed by Phone, Fax, Email and Mail. A limited amount of phone bidding can be arranged in advance.

TERMS OF SALE
(Please read carefully before bidding.)

The auction will be conducted in accordance with the terms set forth below. Bidding in the sale constitutes acceptance of all terms stated herein.

(1) **BIDDING. Bids by phone, fax, e-mail and mail will be accepted until 3 p.m. Central Time, on Saturday, August 6, 2011.** Only e-mail bids will be acknowledged. E-mail bids which have not been acknowledged have not been received. Phone bids must be confirmed in writing upon request. Lots will be sold to the highest bidder. In the case of tie bids, the first bid received will normally be given preference. Auctioneer has sole discretion to make the determination of the winning bid.

Value estimates are for guidance only. Bids higher than estimate will be reduced to 10% above the second highest bid. Bids under estimate will not be reduced. Bids below 90% of estimate will generally not be accepted. Bids must be for an entire lot. Bids will be accepted by lot number only. Each lot constitutes a separate sale.

(2) **MODIFICATION.** The catalog is incorporated in and deemed a part of these Terms of Sale. Auctioneer has the absolute right to modify the terms of sale at any time. Bidding after notification of modification constitutes acceptance of modification. Auctioneer has the absolute right to conduct the auction as auctioneer may decide, including the right to decline bids for any reason and from any person, to decline challenges to bids or bidding increments and to make the final determination of all disputes by any method auctioneer deems appropriate. No bidder shall have a claim or recourse against auctioneer for loss or damage due to modification, auctioneer mistake, departure from stated terms of sale, method of dispute resolution or result thereof.

(3) **GUARANTY. By bidding in the sale, bidder accepts all terms stated herein and personally guarantees timely and complete payment and performance of all obligations stated herein.** Auctioneer is not responsible for bidding errors. Successful bidders are unconditionally bound to perform all obligations hereunder regardless of mistake. Bidding by minors and undisclosed agents is prohibited. Bidding constitutes a representation and warranty that bidder is of legal age and acting on his or her own behalf with full power and authority to make the bid placed and to legally bind bidder to all terms of sale.

(4) **PRICE. Payment in full is due upon receipt of invoice.** A 15% Buyer's Fee will be added to the successful bid price of each lot. In Auction 66 only, buyers in Rosemont will pay Illinois sales tax, handling, shipping, sales tax for California residents insurance, and all other costs associated with shipping will be added to the invoice. A \$1 handling charge per lot may be added to bulky lots (books, large plates, sculptures, etc.) California sales tax will be added to the invoice of California residents unless a valid resale number is on file with the auctioneer; however, buyer is solely responsible for and agrees to pay all sales or other applicable tax due by virtue of the sale and shall indemnify and hold auctioneer harmless therefore, including penalties or interest assessed, regardless of whether or not taxes were included on the invoice or correctly calculated by the auctioneer.

(5) **PAYMENT.** Payment must be in U.S. funds payable by check drawn on a U.S. bank or by wire transfer to auctioneer's account, by credit card (Visa, MasterCard, American Express and Discover) or Paypal. Wiring instructions should be requested from auctioneer before funds are wired. A 3.5% convenience charge (4% for overseas purchases) will be added to credit card or Paypal purchases except where prohibited by law. Bidders may be asked for satisfactory credit references or a deposit of funds prior to bidding.

(6) **DEFAULT.** If buyer fails to make payment in full within 30 days of the invoice date or to timely comply with any other term of sale, then, in addition to all other remedies available at law or in equity, auctioneer may, at auctioneer's option: (a) charge 1.5% monthly interest on unpaid amounts; (b) if payment is not received in a timely manner, auctioneer may resell the lot(s) and recover from buyer the difference between the proceeds and buyer's indebtedness in excess of the proceeds, which indebtedness shall include the successful bid price, Buyer's Fee and all other expenses incurred by auctioneer from the date of sale until resale on accounts of such lot(s), including attorney fees, transportation, handling, storage, insurance, collection and resale costs. Proceeds collected in excess of buyer's indebtedness shall belong to auctioneer; (c) pursue collection efforts and/or recover from buyer all costs incurred by auctioneer as a result of buyer's default from date of default, including attorney fees, transportation, handling, storage and insurance costs; and (d) sue for damages. Amounts charged hereunder are immediately due and payable. Buyer waives all requirements of notice, advertisement, bidding rights, rights to proceeds and all other rights with respect to the sale of a lot purchased by buyer except as prohibited by law. Auctioneer's rights and remedies stated in this section and elsewhere in this agreement are cumulative and the exercise of one shall not operate to the exclusion of another.