

SALE DATE		SALE TITLE	
NAME		BUSINESS NAME	
ADDRESS			
CITY	STATE	ZIP	COUNTRY
TELEPHONE		EMAIL	
DRIVER'S LICENSE NUMBER			
RESALE/TAX ID NUMBER			
BIDDER NUMBER AND NOTES (FOR OFFICE USE ONLY)			

BY SIGNING BELOW, THE BIDDERS AGREES TO THE CONDITIONS OF SALE, ALL WINNING BIDS ARE SUBJECT TO A 25% BUYERS PREMIUM ALONG WITH ALL APPLICABLE TAXES. THE ST PAUL SALES TAX RATE IS 7.785%. ALL PROPERTY MUST BE REMOVED AND PAID IN FULL IN 10 BUSINESS DAYS.

BID INCREMENTS		ACCEPTED FORMS OF PAYMENT
BID	INCREMENT	
\$0 - \$500	\$20	<ul style="list-style-type: none"> ▪ Personal check (will hold until payment clears) ▪ Cashier's check or bank-issued check ▪ Wire transfer ▪ Cash ▪ Visa* ▪ Mastercard* ▪ Discover* ▪ American Express* <p>* Note: Credit cards are subject to 3.0% convenience fee.</p>
\$501 - \$2,000	\$50	
\$2,001 - \$5,000	\$100	
\$5,001 - \$10,000	\$500	
\$10,001 - \$20,000	\$1,000	
\$20,001 - \$50,000	\$2,000	
\$50,001 - \$100,000	\$5,000	
\$100,001 - \$1,000,000	\$10,000	
\$1,000,001 - \$10,000,000	\$50,000	
over \$10,000,001	\$1,000,000	

X Signature

Date

THIS AGREEMENT CONFIRMS YOUR AND OUR AGREEMENT UNDER WHICH THE PROPERTY LISTED ON THE FRONT OF THIS AGREEMENT OR ATTACHED PROPERTY SCHEDULE ("PROPERTY") WILL BE OFFERED FOR SALE AT AUCTION, SUBJECT TO THE FOLLOWING TERMS AND OUR STANDARD CONDITIONS OF SALE AND TERMS OF GUARANTEE TO BE PRINTED IN THE CATALOGUE FOR THE SALE, BY WHICH YOU HEREBY AGREE TO BE BOUND.

1. SELLING COMMISSION. FOR THIS CONSIGNMENT OF PROPERTY, YOU WILL PAY US A SELLING COMMISSION ON EACH LOT AS SET FORTH IN THE COMMISSION SCHEDULE ON THE OTHER SIDE OF THIS AGREEMENT, UNLESS OTHERWISE NOTED. FOR ANY LOT OF PROPERTY WHICH FAILS TO SELL AT THE AUCTION, YOU WILL BE CHARGED A BOUGHT-IN COMMISSION OF \$30 UNLESS OTHERWISE NOTED.

2. FEES AND EXPENSES. YOU AGREE TO PAY THE FOLLOWING: (A) A FEE OF 1.5% OF THE VALUE OF THE PROPERTY FOR MAINTAINING INSURANCE ON THE PROPERTY FOR LIABILITY AGAINST LOSS OR DAMAGE (AS PROVIDED IN PARAGRAPH 8 BELOW); (B) A PHOTOGRAPHY FEE OF \$50 PER ITEM (C) THE COST OF PACKING, SHIPPING AND CUSTOMS DUTIES TO OUR PREMISES; (D) AN ADVERTISING FEE OF \$20; (E) THE COST OF ANY REPRODUCTION RIGHTS; AND (F) THE COST OF OTHER SERVICES, SUCH AS FRAMING, RESTORATION AND GEMOLOGICAL TESTS, APPROVED BY YOU.

3. AUCTION. IN CONNECTION WITH ANY AUCTION, WE WILL HAVE ABSOLUTE DISCRETION AS TO (A) CONSULTING ANY EXPERT EITHER BEFORE OR AFTER THE SALE, (B) RESEARCHING THE PROVENANCE OF THE PROPERTY EITHER BEFORE OR AFTER THE SALE, (C) GROUPING THE PROPERTY INTO LOTS AND PROVIDING CATALOGUE AND OTHER DESCRIPTIONS AS WE BELIEVE APPROPRIATE, (D) THE DATE OR DATES OF AN AUCTION, (E) THE MARKETING AND PROMOTION OF THE SALE, (F) WHETHER OR NOT TO ILLUSTRATE THE WORK IN A PRINTED OR DIGITAL CATALOG AND (G) THE MANNER OF CONDUCTING THE SALE.

4. BUYER'S PREMIUM. YOU AUTHORIZE US TO CHARGE THE BUYER AND RETAIN FOR OUR ACCOUNT A COMMISSION ON EACH LOT SOLD (THE "BUYER'S PREMIUM"). THE CONDITIONS OF SALE IN THE CATALOGUE FOR THE AUCTION WILL STATE THE RATE AT WHICH THE BUYER'S PREMIUM WILL BE ASSESSED AGAINST THE BUYER, AND SUCH RATE WILL BE A PERCENTAGE OF THE HAMMER PRICE OF EACH LOT SOLD. WE RESERVE THE RIGHT, WITHOUT FURTHER NOTICE TO YOU, TO PAY OUT OF OUR COMMISSIONS A FEE TO ANY THIRD PARTY INTRODUCING PROPERTY OR CLIENTS TO US.

5. SETTLEMENT. ON THE SETTLEMENT DATE(S) (AS DEFINED BELOW), WE WILL MAIL TO YOU THE SALE PROCEEDS WE COLLECT AND RECEIVE, AFTER DEDUCTING OUR SELLING COMMISSION, BUYER'S PREMIUM AND REIMBURSABLE EXPENSES (THE "NET SALE PROCEEDS"), UNLESS THE PURCHASER HAS NOTIFIED US OF INTENTION TO RESCIND THE SALE (AS PROVIDED IN PARAGRAPH 10). WE MAY ALSO DEDUCT AND RETAIN FROM THE NET SALE PROCEEDS ANY OTHER AMOUNT YOU OWE US OR ANY OF OUR AFFILIATED ENTITIES, WHETHER ARISING OUT OF THE SALE OF THE PROPERTY OR OTHERWISE. IN ADDITION TO OTHER REMEDIES AVAILABLE TO US BY LAW, WE RESERVE THE RIGHT TO IMPOSE A LATE CHARGE OF 1.5% PER MONTH ON ANY AMOUNT DUE US OR ANY OF OUR AFFILIATED ENTITIES AND REMAINING UNPAID FOR MORE THAN FIFTEEN DAYS AFTER WE NOTIFY YOU. IF ALL OF THE PROPERTY IS SOLD IN THE SAME AUCTION, THE "SETTLEMENT DATE" WILL BE THE DATE THAT IS THIRTY DAYS AFTER THE LAST SESSION OF THE AUCTION. IF THE PROPERTY IS TO BE SOLD IN MORE THAN ONE AUCTION, THEN THE "SETTLEMENT DATES" WILL BE THE DATES THAT ARE THIRTY DAYS AFTER THE LAST SESSION OF EACH AUCTION. WE HAVE NO OBLIGATION TO ENFORCE PAYMENT BY ANY PURCHASER. IF A PURCHASER DOES NOT PAY, AND YOU AND WE DO NOT AGREE ON ANOTHER COURSE OF ACTION, WE RESERVE THE RIGHT TO CANCEL THE SALE AND RETURN THE PROPERTY TO YOU, NOTWITHSTANDING THE PRECEDING SENTENCE. IF WE PAY YOU ALL OR PART OF THE NET SALE PROCEEDS FOR ANY LOT OF THE PROPERTY AND HAVE NOT COLLECTED FROM THE PURCHASER OF SUCH PROPERTY PAYMENT OF THE AMOUNT WE PAID TO YOU, SIMULTANEOUSLY WITH, AND TO THE EXTENT OF, ANY SUCH PAYMENT BY US TO YOU, YOU ASSIGN TO US ANY AND ALL RIGHTS YOU MAY HAVE AGAINST SUCH PURCHASER, WHETHER AT LAW, IN EQUITY OR UNDER THE CONDITIONS OF SALE. YOU AGREE TO EXECUTE ANY DOCUMENTS WE MAY REASONABLY REQUEST EVIDENCING THIS ASSIGNMENT, AND YOU AGREE THAT ALL OF YOUR REPRESENTATIONS, WARRANTIES AND INDEMNITIES SET FORTH IN THIS AGREEMENT SHALL APPLY TO US OR THE PURCHASER, AS THE CASE MAY BE, WITH RESPECT TO SUCH ITEM.

6. RESERVES. A RESERVE PRICE (THE PRICE BELOW WHICH THE PROPERTY WILL NOT BE SOLD) MAY BE SET ON ANY PROPERTY WITH A LOW ESTIMATE OF \$500 OR ABOVE. THE RESERVE FOR EACH LOT OF THE PROPERTY WILL BE (A) THE RESERVE SPECIFICALLY NOTED ON THE FRONT OF THIS AGREEMENT, OR (B) IF NO RESERVE IS NOTED ON THE FRONT OF THIS AGREEMENT, 50% OF OUR LATEST ANNOUNCED OR PUBLISHED LOW PRE-SALE ESTIMATE. HOWEVER, WE MAY SELL ANY LOT OF THE PROPERTY AT A PRICE BELOW THE RESERVE, PROVIDED THAT WE PAY YOU IN ACCORDANCE WITH PARAGRAPH 5 ABOVE THE NET AMOUNT WHICH YOU WOULD HAVE BEEN ENTITLED TO RECEIVE HAD SUCH LOT OF THE PROPERTY BEEN SOLD AT THE RESERVE (THAT IS, THE RESERVE LESS OUR SELLING COMMISSION, REIMBURSABLE EXPENSES AND ANY AMOUNT YOU OWE US OR ANY OF OUR AFFILIATED ENTITIES). NO RESERVE FOR A LOT WILL EXCEED ITS LOW PRE-SALE ESTIMATE. YOU AGREE NOT TO BID ON THE PROPERTY DIRECTLY OR INDIRECTLY. ALTHOUGH WE SHALL BE ENTITLED TO BID ON YOUR BEHALF UP TO THE AMOUNT OF THE RESERVE. IF, HOWEVER, YOU VIOLATE YOUR FOREGOING COMMITMENT AND YOU OR YOUR AGENT BECOME THE SUCCESSFUL BIDDER ON THE PROPERTY, YOU WILL PAY US THE SELLING COMMISSION AS SET FORTH IN PARAGRAPH 1 AND THE BUYER'S PREMIUM ON THE HAMMER PRICE. THE PROPERTY MAY BE SOLD WITHOUT ANY RESERVE, AND YOU WILL NOT BE ENTITLED TO THE BENEFIT OF ANY WARRANTIES UNDER THE CONDITIONS OF SALE OR TERMS OF GUARANTEE. WE RESERVE THE RIGHT TO MAKE THE FINAL DECISION AS TO WHETHER A LOT HAS BEEN BOUGHT-IN OR SOLD, AND WILL NOT NECESSARILY MAKE AN ANNOUNCEMENT THAT A PARTICULAR LOT HAS BEEN "PASSED" OR "BOUGHT-IN" DURING THE AUCTION.

7. REPRESENTATION AND WARRANTIES; INDEMNITY. YOU REPRESENT AND WARRANT TO US AND EACH PURCHASER THAT YOU HAVE THE RIGHT TO CONSIGN THE PROPERTY FOR SALE; THAT IT IS NOW, AND THROUGH AND INCLUDING ITS SALE WILL BE KEPT, FREE OF ALL LIENS, CLAIMS AND ENCUMBRANCES OF OTHERS INCLUDING, BUT NOT LIMITED TO, CLAIMS OF GOVERNMENTS OR GOVERNMENTAL AGENCIES; THAT GOOD TITLE AND RIGHT TO POSSESSION WILL PASS TO THE PURCHASER FREE OF ALL LIENS, CLAIMS AND ENCUMBRANCES; THAT YOU HAVE PROVIDED US WITH ANY INFORMATION YOU HAVE CONCERNING THE PROVENANCE OF THE PROPERTY; THAT YOU HAVE NO REASON TO BELIEVE THAT ANY LOT OF PROPERTY IS NOT AUTHENTIC OR IS COUNTERFEIT; THAT WHERE THE PROPERTY HAS BEEN IMPORTED INTO THE UNITED STATES, THE PROPERTY HAS BEEN LAWFULLY IMPORTED INTO THE UNITED STATES AND HAS BEEN LAWFULLY AND PERMANENTLY EXPORTED AS REQUIRED BY THE LAWS OF ANY COUNTRY (INCLUDING ANY LAWS OR REGULATIONS APPLICABLE IN THE EUROPEAN UNION) IN WHICH IT WAS LOCATED; THAT REQUIRED DECLARATIONS UPON THE EXPORT AND IMPORT OF THE PROPERTY HAVE BEEN PROPERLY MADE AND ANY DUTIES AND TAXES ON THE EXPORT AND IMPORT OF THE PROPERTY HAVE BEEN PAID; THAT YOU HAVE PAID OR WILL PAY ANY AND ALL TAXES AND/OR DUTIES THAT MAY BE DUE ON THE NET SALE PROCEEDS OF THE PROPERTY AND YOU HAVE NOTIFIED US IN WRITING OF ANY AND ALL TAXES AND/OR DUTIES THAT ARE PAYABLE BY US ON YOUR BEHALF IN ANY COUNTRY OTHER THAN THE UNITED STATES; AND THAT THERE ARE NO RESTRICTIONS ON OUR RIGHT TO REPRODUCE PHOTOGRAPHS OF IT. WE RETAIN THE EXCLUSIVE COPYRIGHT TO ALL CATALOGUE AND OTHER ILLUSTRATIONS AND DESCRIPTIONS OF THE PROPERTY CREATED BY US. YOU AGREE TO INDEMNIFY AND HOLD US AND EACH PURCHASER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO THE BREACH OR ALLEGED BREACH OF ANY OF YOUR AGREEMENTS, REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT. YOUR REPRESENTATIONS, WARRANTIES AND INDEMNITY WILL SURVIVE COMPLETION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

8. LOSS OR DAMAGE TO PROPERTY. WE WILL PAY YOU THE VALUE OF THE PROPERTY (AS DEFINED BELOW) OR THE DEPRECIATION AMOUNT (AS DEFINED BELOW), AS THE CASE MAY BE, IN THE EVENT OF LOSS OR DAMAGE AS SET FORTH BELOW, FROM THE TIME OF OUR RECEIPT OF SUCH PROPERTY, AND WHILE THE PROPERTY IS IN OUR CUSTODY AND CONTROL. THE MAXIMUM AMOUNT OF OUR LIABILITY TO YOU RESULTING FROM LOSS OR DAMAGE TO THE PROPERTY SHALL NOT EXCEED THE VALUE OF THE INSURANCE PROCEEDS FOR SUCH PROPERTY (AS DEFINED BELOW). FOR PURPOSES OF THIS LIMITATION OF LIABILITY, THE VALUE OF THE PROPERTY IS SUBJECT TO THE AMOUNT OF INSURANCE PROCEEDS: (A) FOR PROPERTY WHICH HAS BEEN SOLD, THE HAMMER PRICE (EXCLUDING BUYER'S PREMIUM); (B) FOR PROPERTY WHICH HAS FAILED TO SELL AT AUCTION, THE RESERVE, OR (C) FOR PROPERTY NOT YET OFFERED OR FOR SALE.

THE MEDIAN OF OUR LATEST PRESALE ESTIMATES. IN THE EVENT OF A TOTAL LOSS, WE WILL PAY YOU THE VALUE OF SUCH PROPERTY, LESS IN ANY CASE THE SELLING COMMISSION AND EXPENSES PAYABLE BY YOU UNDER THIS AGREEMENT, AND SIMULTANEOUSLY WITH SUCH PAYMENT, ALL TITLE AND INTEREST TO THE PROPERTY SHALL PASS TO US. IN THE EVENT OF A PARTIAL LOSS, WE WILL PAY YOU THE COST OF RESTORATION AND AMOUNT OF DEPRECIATION (THE "DEPRECIATION AMOUNT"). NEITHER WE NOR OUR INSURER WILL BE RESPONSIBLE FOR PROPERTY THAT IS NOT WITHIN OUR CUSTODY OR CONTROL OR LIABLE FOR DAMAGE TO FRAMES OR GLASS COVERING PRINTS, PAINTINGS OR OTHER WORKS, FOR DAMAGE OCCURRING IN THE COURSE OF ANY PROCESS UNDERTAKEN BY INDEPENDENT CONTRACTORS EMPLOYED WITH YOUR CONSENT (INCLUDING RESTORATION, FRAMING, OR CLEANING), OR FOR DAMAGE CAUSED BY CHANGES IN HUMIDITY OR TEMPERATURE, INHERENT CONDITIONS OR DEFECTS, NORMAL WEAR AND TEAR, WAR, ACTS OF TERRORISM, NUCLEAR FISSION OR RADIOACTIVE CONTAMINATION, OR CHEMICAL, BIO-CHEMICAL OR ELECTROMAGNETIC WEAPONS. WE MAINTAIN INSURANCE FOR LOSS OR DAMAGE TO ALL PROPERTY THAT IS IN OUR CUSTODY AND CONTROL. AS A RESULT OF THE INSURANCE COSTS THAT WE INCUR FOR MAINTAINING INSURANCE ON THE PROPERTY, WE WILL CHARGE YOU A FEE IN THE AMOUNT OF 1.5% OF THE VALUE OF THE PROPERTY. IF AT THE TIME YOU DELIVER THE PROPERTY TO US, YOU PROVIDE US WITH A CERTIFICATE OF INSURANCE WITH A WAIVER OF SUBROGATION, IN FORM ACCEPTABLE TO US, YOU WILL NOT BE CHARGED THIS FEE, AND WE SHALL HAVE NO OBLIGATION OR RESPONSIBILITY TO PAY YOU THE VALUE OF THE PROPERTY OR THE DEPRECIATION AMOUNT.

9. WITHDRAWAL. YOU MAY NOT WITHDRAW ANY PROPERTY FROM SALE AFTER THE DATE ON WHICH WE ISSUE A RECEIPT OR YOU SIGN THIS AGREEMENT, WHICHEVER IS EARLIER. REGARDLESS OF WHETHER WE HAVE PREVIOUSLY ISSUED A RECEIPT, PUBLISHED A CATALOGUE INCLUDING THE PROPERTY OR ADVERTISED ITS SALE, WE MAY WITHDRAW ANY PROPERTY AT ANY TIME BEFORE SALE IF IN OUR SOLE JUDGMENT (A) THERE IS DOUBT AS TO ITS AUTHENTICITY OR ATTRIBUTION, (B) THERE IS DOUBT AS TO THE ACCURACY OF ANY OF YOUR REPRESENTATIONS OR WARRANTIES, OR (C) YOU HAVE BREACHED ANY PROVISION OF THIS AGREEMENT. IF WE WITHDRAW ANY PROPERTY UNDER (B) OR (C) OF THIS PARAGRAPH 9, YOU MUST WITHIN TEN DAYS OF OUR NOTICE TO YOU OF WITHDRAWAL PAY US A WITHDRAWAL FEE EQUAL TO 20% OF THE MEDIAN OF OUR LATEST PRE-SALE ESTIMATES FOR THE WITHDRAWN PROPERTY, AS WELL AS ALL OUT-OF-POCKET EXPENSES INCURRED BY US UP TO AND INCLUDING THE DATE OF WITHDRAWAL (THE "WITHDRAWAL FEE"). IF ANY PROPERTY IS WITHDRAWN BY YOU IN BREACH OF THIS AGREEMENT, YOU WILL PAY US A WITHDRAWAL FEE AS WELL AS ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED AS A RESULT OF YOUR BREACH, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT. IF ANY PROPERTY IS WITHDRAWN UNDER (A) ABOVE, YOU WILL NOT BE CHARGED A WITHDRAWAL FEE AND, SUBJECT TO ANY LIENS OR CLAIMS TO THE PROPERTY, SUCH PROPERTY WILL BE RETURNED TO YOU AT YOUR EXPENSE.

10. RESCISSION. YOU AUTHORIZE US TO RESCIND THE SALE OF ANY PROPERTY IN ACCORDANCE WITH THE CONDITIONS OF SALE AND TERMS OF GUARANTEE, OR IF WE LEARN THAT THE PROPERTY IS INACCURATELY DESCRIBED IN THE CATALOGUE, OR IF WE LEARN THAT THE PROPERTY IS A COUNTERFEIT (A MODERN FORGERY INTENDED TO DECEIVE), OR IF WE DETERMINE IN OUR SOLE JUDGMENT THAT THE OFFERING FOR SALE OF ANY LOT OF PROPERTY HAS SUBJECTED OR MAY SUBJECT US AND/OR YOU TO ANY LIABILITY, INCLUDING LIABILITY ACCORDING TO ANY WARRANTIES OF TITLE OR WARRANTIES OF AUTHENTICITY INCLUDING IN OUR TERMS OF GUARANTEE. IF WE RECEIVE FROM A PURCHASER NOTICE OF INTENTION TO RESCIND AND WE DETERMINE THAT A LOT OF THE PROPERTY IS SUBJECT TO RESCISSION UNDER OUR TERMS AND CONDITIONS OF SALE, WE WILL CREDIT THE PURCHASER WITH THE PURCHASE PRICE, YOU WILL RETURN TO US ON TEN DAYS' NOTICE TO YOU ANY SALE PROCEEDS FOR SUCH PROPERTY PAID BY US TO YOU OR TO A THIRD PARTY AS DIRECTED BY YOU, AND WE WILL RETURN THE PROPERTY TO YOU UPON YOUR REIMBURSING US FOR EXPENSES INCURRED IN CONNECTION WITH THE RESCINDED SALE, AND PAYING US ANY OTHER AMOUNTS YOU OWE US OR ANY OF OUR AFFILIATED ENTITIES.

11. PRIVATE SALES. IF ANY LOT FAILS TO REACH ITS RESERVE AND IS BOUGHT-IN FOR YOUR ACCOUNT, YOU AUTHORIZE US, AS YOUR EXCLUSIVE AGENT, FOR A PERIOD OF 60 DAYS FOLLOWING THE AUCTION, TO SELL THE LOT PRIVATELY FOR A PRICE THAT WILL RESULT IN A PAYMENT TO YOU OF NOT LESS THAN THE NET AMOUNT (AFTER OUR SELLING COMMISSION AND EXPENSES) TO WHICH YOU WOULD HAVE BEEN ENTITLED HAD THE LOT BEEN SOLD AT A PRICE EQUAL TO THE AGREED RESERVE. IN SUCH EVENT, YOUR OBLIGATIONS US HEREUNDER WITH RESPECT TO SUCH LOT ARE THE SAME AS IF IT HAD BEEN SOLD AT AUCTION.

12. UNSOLD PROPERTY. IF ANY PROPERTY REMAINS UNSOLD FOR ANY REASON AFTER THE AUCTION, WE WILL NOTIFY YOU. IF SUCH PROPERTY HAS NOT BEEN SOLD PRIVATELY PURSUANT TO PARAGRAPH 11, AND IF IT IS NOT RECONSIGNED TO US FOR SALE ON MUTUALLY AGREED-UPON TERMS OR PICKED UP WITHIN 60 DAYS AFTER SUCH NOTIFICATION, WE MAY (A) RETURN IT TO YOU AT YOUR EXPENSE, (B) SELL IT AT PUBLIC AUCTION WITHOUT RESERVE AT A PLACE AND DATE DETERMINED BY US OR (C) TRANSFER IT TO A THIRD-PARTY WAREHOUSE. THE PROCEEDS OF ANY SALE PURSUANT TO (B) ABOVE WILL BE APPLIED TO ANY AMOUNT YOU OWE US OR ANY OF OUR AFFILIATED ENTITIES, INCLUDING, BUT NOT LIMITED TO, OUR COMMISSIONS AND EXPENSES, AND ANY EXCESS WILL BE REMITTED TO YOU. IN THE EVENT OF THE TRANSFER OF ANY UNSOLD PROPERTY TO A THIRD-PARTY WAREHOUSE, YOU SHALL BEAR ALL COST AND RISK THEREOF AND SHALL BE LIABLE TO SUCH WAREHOUSE FOR THE PAYMENT OF ALL STORAGE AND INSURANCE CHARGES AT SUCH WAREHOUSE'S STANDARD RATES. YOU SHALL NOT BE ENTITLED TO RECLAIM ANY UNSOLD PROPERTY UNTIL ALL COMMISSIONS, EXPENSES AND OTHER AMOUNTS OWED TO US OR ANY OF OUR AFFILIATES HAVE BEEN PAID IN FULL. UNLESS AND UNTIL WE REOFFER AND SELL SUCH PROPERTY OR RETURN IT TO YOU, WE WILL HOLD IT WITHOUT CHARGE FOR A PERIOD OF 30 DAYS AFTER THE AUCTION IN WHICH IT IS OFFERED BY NOT SOLD. THEREAFTER, A HANDLING CHARGE OF 1% PER MONTH OF THE MEAN OF OUR PRE-SALE ESTIMATES WILL BE PAYABLE BY YOU TO COVER OUR COSTS OF HANDLING.

13. ESTIMATES; CATALOGUE DESCRIPTIONS; PHOTOGRAPHIC ILLUSTRATIONS. PRE-SALE ESTIMATES, IF ANY, ARE INTENDED AS GUIDES FOR PROSPECTIVE BIDDERS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF THE ANTICIPATED SELLING PRICE OF ANY PROPERTY AND NO ESTIMATE ANYWHERE BY US OF THE SELLING PRICE OF ANY PROPERTY MAY BE RELIED UPON AS A PREDICTION OF THE ACTUAL SELLING PRICE. ESTIMATES INCLUDED IN RECEIPTS, CATALOGUES OR ELSEWHERE ARE PRELIMINARY ONLY AND ARE SUBJECT TO REVISION BY US FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS WITH RESPECT TO THE AUCTION, OR IN THE CATALOGUE OR OTHER DESCRIPTIONS OF THE PROPERTY AND MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES WHATSOEVER TO YOU WITH RESPECT TO THE PROPERTY, ITS AUTHENTICITY, ATTRIBUTION, LEGAL TITLE, CONDITION, VALUE OR OTHERWISE. WE ARE ALSO NOT LIABLE FOR ANY ERRORS OR OMISSIONS WITH RESPECT TO PHOTOGRAPHIC ILLUSTRATIONS IN OUR CATALOG OR OTHER MARKETING MATERIALS. WE MAKE NO GUARANTEES THAT YOUR PROPERTY WILL BE ILLUSTRATED IN A PRINTED OR ONLINE CATALOG, OR ANY OTHER MARKETING MATERIAL, AND WILL NOT BE LIABLE IF YOUR PROPERTY IS NOT ILLUSTRATED.

14. MISCELLANEOUS. IF YOU ARE ACTING AS AN AGENT FOR SOMEONE WHO IS NOT SIGNING THIS AGREEMENT, YOU AND YOUR PRINCIPAL JOINTLY AND SEVERALLY ASSUME YOUR OBLIGATIONS AND LIABILITIES HEREUNDER TO THE SAME EXTENT AS IF YOU WERE ACTING AS PRINCIPAL. WE RESERVE THE RIGHT TO PUBLICIZE AND PUBLISH THE RESULTS OF ANY SALE OR NON-SALE OF YOUR PROPERTY, INCLUDING TO ONLINE AUCTION-RESULT DATABASES. NEITHER YOU NOR WE MAY AMEND, SUPPLEMENT, OR WAIVE ANY PROVISIONS OF THIS AGREEMENT OTHER THAN BY MEANS OF A WRITING SIGNED BY BOTH PARTIES. ALL PRIOR AGREEMENTS BETWEEN US, IF ANY, ARE HEREBY MERGED INTO THIS AGREEMENT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA. IN THE EVENT OF A DISPUTE HEREUNDER, YOU AGREE TO SUBMIT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE STATE COURTS IN THE STATE OF MINNESOTA. THIS AGREEMENT SHALL BE BINDING UPON YOUR HEIRS, EXECUTORS, BENEFICIARIES, SUCCESSORS AND ASSIGNS, BUT YOU MAY NOT ASSIGN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AS USED IN THIS AGREEMENT, "WE" "US" AND "OURS" MEAN HIRSH FINE ART LLC DBA REVERE AUCTIONS AND ANY AFFILIATED COMPANY OFFERING PROPERTY FOR SALE UNDER THIS AGREEMENT, AND "YOU" AND "YOUR" MEAN THE INDIVIDUAL, CORPORATION OR OTHER ENTITY LISTED ON THE OTHER SIDE OF THIS AGREEMENT (JOINTLY AND SEVERALLY IF THERE IS MORE THAN ONE INDIVIDUAL, CORPORATION OR ENTITY LISTED.)