



## SITE Santa Fe OFF THE RAILS Benefit Auction

June 22, 2023

### CONDITIONS OF SALE LIVE AUCTION

The property offered in this sale will be offered and sold by SITE Santa Fe (the "Charity"). Any questions should be directed to the Charity and not to Sotheby's, Inc., ("Sotheby's"), which serves merely as auctioneer for the Charity in conducting the auction sale and participates on the following terms and conditions, as amended by any posted notices or oral announcements during the sale, which govern the sale of all the property offered at the auction:

1. (a) Neither Sotheby's nor the Charity assume any risk, liability or responsibility for the authenticity of the authorship of any property offered at this auction (that is, the identity of the creator or the period, culture, source or origin, as the case may be, with which the creation of any property is identified).

(b) ALL PROPERTY IS SOLD "AS IS" AND NEITHER SOTHEBY'S NOR THE CHARITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, AND IN NO EVENT SHALL EITHER OF THEM BE RESPONSIBLE FOR THE CORRECTNESS OF ANY CATALOGUE OR NOTICES OR DESCRIPTIONS OF PROPERTY, NOR BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTY OF PHYSICAL CONDITION, SIZE, QUALITY, RARITY, IMPORTANCE, GENUINENESS, ATTRIBUTION, AUTHENTICITY, PROVENANCE OR HISTORICAL RELEVANCE OF THE PROPERTY. No statement in any catalogue, notice or description or made at the sale, in any bill of sale invoice or elsewhere, shall be deemed such a representation or warranty or any assumption of liability. Neither Sotheby's nor the Charity makes any representation or warranty, expressed or implied, as to whether the purchaser acquires any reproduction rights in the property. Prospective bidders should inspect the property before bidding to determine its condition, size, and whether or not it has been repaired or restored.

2. Any property may be withdrawn by Sotheby's or the Charity at any time before the actual sale without any liability therefor.

3. Sotheby's and the Charity reserve the right to reject a bid from any bidder. The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between bidders, the auctioneer shall have sole and final discretion either to determine the successful bidder or to re-offer and



resell the article in dispute. If any dispute arises after the sale, the Charity's sale records shall be conclusive in all respects.

4. If the auctioneer determines that any opening bid is not commensurate with the value of the article offered, s/he may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, s/he decides that any advance thereafter is insufficient, s/he may reject the advance and withdraw the article from sale.

5. On the fall of the auctioneer's hammer, the highest bidder shall be deemed to have purchased the offered lot subject to all of the conditions set forth herein and thereupon (a) assumes the risk and responsibility thereof (including without limitation damage to frames or glass the covering prints), (b) will sign a confirmation of purchase thereof and (c) will pay the full purchase price therefor or such part as the Charity may require by **June 27, 2023**. All property shall be deinstalled from Charity's premises and packaged for shipment by Charity's professional art-handling staff by July 7, 2023. Arrangements for pick up, shipping and delivery to address indicated by purchaser will be made by Charity's Exhibitions Manager. All property will be scheduled for pickup from Charity as soon as possible and not later than July 15, 2023. If the delivery destination is outside of New Mexico, the cost of shipping will be billed directly to purchaser by art handling company. If the foregoing conditions and other applicable conditions are not complied with, in addition to other remedies available to the Charity by law, including, without limitation, the right to hold the purchaser liable for the bid price, the Charity at their option, may either (a) cancel the sale, or (b) resell the property on three days notice to the purchaser and for the account and risk of the purchaser, either publicly or privately, and in such event the purchaser shall be liable for payment of any deficiency, all other charges due hereunder and incidental damages.

6. Any checks should be payable to the Charity and not to Sotheby's.

7. (a) In the case of order bids or bids transmitted by telephone, Sotheby's and the Charity are not responsible for any errors or omissions in connection with such bids.

(b) All lots marked with [ ] are offered for sale subject to a reserve, which is the confidential minimum price below which such lot will not be sold. Sotheby's may implement such reserve by bidding up to the reserve on behalf of the Charity.