

# 826NYC

# ART

# SHOW

AN AUCTION  
TO BENEFIT  
CHILDREN'S  
LITERACY

HOSTED  
BY DAVID  
ZWIRNER

826NYC ART SHOW, 2008  
THURSDAY  
05/22/2008

7:00pm  
Cocktail  
Reception

8:00pm  
Auction

DAVID ZWIRNER  
525 WEST  
19TH STREET  
NEW YORK, NY

R.S.V.P.

I WILL BE  
ATTENDING WITH  
\_\_\_\_\_ GUESTS.

please see my bidding  
registration and payment  
information.

I WILL NOT BE  
ATTENDING.  
but I would  
like to make  
a donation of:  
\_\_\_\_\_.

BIDDING NAME:

ADDRESS:

CITY:

STATE:

ZIP:

COUNTRY:

TELEPHONE:

FAX:

EMAIL:

CREDIT CARD NUMBER:

EXP. DATE: \_\_\_\_\_ / \_\_\_\_\_

PLEASE NOTE YOUR CARD  
WILL NOT BE CHARGED.  
IF YOU ARE A WINNING  
BIDDER, YOU WILL BE  
INVOICED FOR PAYMENT.

I wish to bid during the  
826NYC ART SHOW, 2008  
AUCTION, to be held on  
THURSDAY, MAY 22, 2008  
AT 8PM.

I understand that by  
submitting a bid, I have  
entered into bidding  
contract to purchase the  
individual lots, if bid is  
successful. I understand  
that if my bid is success-  
ful, I will be obligated  
to pay the purchase price,  
which will be the sum of  
the final bid plus any other  
applicable value added tax  
(VAT), local and state tax.

I acknowledge that I have  
read the conditions of sale  
(over) and I understand  
that they apply to any suc-  
cessful bids I make.

If I am the successful  
bidder,  
I will pick up, or arrange  
pickup, of my property from  
DAVID ZWIRNER, 525 WEST  
19TH ST., NEW YORK, NY  
10011

on \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
signed and dated

826NYC, 372 FIFTH AVENUE,  
BROOKLYN, NY, 11215

See the next page of  
this document for the  
Conditions of Sale.

Please bring this  
form with you to the  
auction on May 22nd.

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## CONDITIONS OF SALE

THE PROPERTY OFFERED IN THIS SALE WILL BE OFFERED AND SOLD BY 826NYC. ANY QUESTIONS SHOULD BE DIRECTED TO 826NYC, WHO 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) 826NYC assumes no 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).

1. (b) ALL PROPERTY IS SOLD "AS IS" AND 826NYC MAKES NO 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 WARRANTIES 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 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.

826NYC makes no 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 826NYC at any time before the actual sale without any liability.

3. 826NYC reserves 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 reoffer and resell the article in dispute. If any dispute arises after the sale, 826NYC'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, he may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject the advance.

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 therefore or such part as 826NYC may require. All property shall be removed from David Zwirner's premises by the purchaser at his/her expense no later than five (5) business days following its sale and, if not so removed, will be sent by David Zwirner at the expense of the purchaser to a public warehouse for the account, risk and expense of the purchaser and such added charges will then be added to the purchase price of the object. If the foregoing conditions and other applicable conditions are not complied with, in addition to other remedies available to 826NYC by law, including, without limitation, the right to hold the purchaser liable for the bid price, 826NYC, 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. 826NYC shall have the rights afforded a secured party under the New York Commercial Code with respect to such property, and 826NYC may apply against such obligations all monies or other property held or received by 826NYC for the account of, or due from them to, such purchaser.

6. Payment should be made payable to 826NYC, Inc. 826NYC may give the donor of the work and/or the artist who created it the name and address of the final purchaser.

7. Unless exempted by law, the purchaser will be required to pay the New York state and local sales tax or any applicable compensating use tax of another state on the total purchase price.

8. 826NYC is not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommended by them. Packing and handling of purchased lots by 826NYC is at the entire risk of the purchaser. In no event will 826NYC's liability to a purchaser exceed the purchase price actually paid.

9. The Conditions of Sale as well as the purchaser's and 826NYC's respective rights and obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York. By bidding at an auction, whether present in person or by an agent, order bid, or other means, the purchaser shall be deemed to have consented to the jurisdiction of the state and federal courts of the State of New York.

10. All lots are offered for sale subject to a reserve, which is the confidential minimum price below which such lot will not be sold.