



AUCTION CONDITIONS OF SALE

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The following conditions govern the sale of auction items or “experiences” [hereafter referred to as “Item”] between the Independent Curators International [the “Seller,” or “ICI”], the highest bidder [the “Purchaser”] and the persons included in each Item [hereafter referred to as “Artist” or “Provider”].

The parameters for each Item are outlined in the program for ICI’s 2011 Annual Benefit. Some modification may occur dependent upon availability of the Artist or Provider and the Purchaser.

Whenever provided, estimates stated represent fair market values as supplied by the Artists, Providers, or by their representatives. Each Item will be offered and sold by ICI. Any questions should be directed to ICI and not to the auctioneer who serves as agent for ICI.

The highest bidder acknowledged by the auctioneer shall be the Purchaser for the Live Auction, and the highest bidder on the Silent Auction written forms shall be the Purchaser. In the event of any dispute or question regarding any bid, the auctioneer and ICI shall have the sole and final discretion either to determine the successful bidder or to re-offer the article in dispute. If any dispute arises after the sale, ICI’s sale records shall be conclusive in all respects.

At the auctioneer’s indication that an Item is sold, the highest bidder will be deemed to have purchased the Item, subject to all of the conditions set forth herein and (a) assumes the risk and responsibility thereof (b) will sign a confirmation of purchase thereof and (c) will pay the full purchase price of the Item at the time of the sale regardless of when the Items included in each lot is to be undertaken or completed.

All sales are final and subject to the terms and conditions stipulated by ICI and the Artists and Providers. Any costs for shipping or delivery of any items from the Artist to the Purchaser are the responsibility of the Purchaser. In all cases, framing arrangements and costs of Items are the sole responsibility of the Purchaser. Travel to and from destinations to fulfill Items is the sole responsibility of the Purchaser.

Artists and Providers have agreed to fulfill Item up to one year from purchase. Purchasers are responsible for making arrangements with Artists to fulfill Items on reasonable terms within that time period. ICI will facilitate these arrangements as needed. All Items have been donated to ICI by the Artists and Providers. Purchasers may not request refunds or exchanges from the artists or ICI.

An auction payment qualifies as a deductible gift only to the extent that is shown to exceed the fair market value of the Item purchased, if there is a market value. Dollar values of Items are estimates provided by the donor and are not warranted in any way by ICI for tax purposes, fair market value or otherwise. Purchasers are advised to consult their accountants regarding the deductibility of purchases and any other tax questions.

If you need further information or have any questions about these Conditions of Sale, please contact Bridget Finn at [212.254.8200 x124](tel:212.254.8200)