



The Conditions of Sale are subject to amendment by the Contemporary Arts Museum Houston. Auction terms and conditions are available here <http://www.camh.org/Gala10>

#### Conditions of Sale

PLEASE NOTE THAT THE WORKS IN THIS AUCTION HAVE BEEN DONATED TO CONTEMPORARY ARTS MUSEUM HOUSTON.

The property offered in this sale will be offered and sold by Contemporary Arts Museum Houston (“CAMH”), a 501(c)(3) entity. Any questions should be directed to CAMH and the following terms and conditions, as amended by any posted notices or oral announcements during the sale, which govern the sale of all property offered at the auction:

1. (a) CAMH does not 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 CAMH 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 Auctioneer nor CAMH 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 Any property may be withdrawn by CAMH at any time before the actual sale without any liability therefore.

3. CAMH 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 the 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, CAMH's sale records shall be conclusive in all respects.

4. If the CAMH 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.

5. 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, (b) will sign a confirmation of purchase thereof, and (c) will pay the full purchase price therefore or such part as CAMH may require. All property shall be removed from CAMH's possession, and CAMH will coordinate the removal. If the foregoing conditions and other applicable conditions are not complied with, in addition to other remedies available to CAMH by law, including, without limitation, the right to hold the purchaser liable for the bid price, CAMH 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 made payable to Contemporary Arts Museum Houston. 100% of the proceeds shall be distributed directly to CAMH. The successful bid price represents the value of the property purchased and is not a tax-deductible contribution by purchasers.

7. All lots offered for sale may be subject to a reserve, which is the confidential minimum price below which such lot will not be sold. Auctioneer may implement such reserve by bidding up to the reserve on behalf of CAMH.

8. In the case of order bids or bids transmitted by telephone, CAMH is not responsible for any errors or omissions in connection to such bids.

9. These Conditions of Sale, as well as the purchaser's and CAMH's respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Texas. By bidding at this auction, whether in person or by agent, order bid, telephone or other means, the purchaser shall be deemed to have consented to the exclusive jurisdiction of the state and federal courts sitting in the State of Texas.