

**BOMB Magazine**  
**30<sup>th</sup> Anniversary Gala Benefit & Silent Auction**

**Absentee Bidder Information:**

Please bid on my behalf at the above sale for the following work(s) up to the hammer price(s) mentioned below as permitted by other bids or reserves and in an amount up to, but not exceeding the specified amount.

I agree to be bound by the Conditions of Sale posted at <http://bombsite.com/issues/0/articles/4941>.

Bidder Name _____	Billing Address _____ Apt./Suite _____
Daytime Phone _____ Evening Phone _____	City, State/Province _____ Country _____ Zip/Postal Code _____
Fax Number _____	Email Address _____

**BOMB Magazine welcomes your absentee bid in the following payment methods:**

Personal check (payable to BOMB) <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/> (MC or VISA only)	
Credit Card Type: <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/>	Expiration Date mo. _____ yr. _____
Credit Card Number _____	Name on Credit Card _____
Signature _____	Date _____

**Absentee Bid:**

A volunteer will bid on your behalf in the bidding increments specified on the bid sheet, or determined by the auctioneer in the case of Live Auction works, up to your maximum bid.

Artist/title	Maximum Bid

**Absentee bids placed in the auction must be received no later than 12 p.m. on Friday, April 15, 2011. Absentee bids may be faxed to the Livet Reichard Company, Inc. 212-868-8455, emailed to [Lora@livetreichard.com](mailto:Lora@livetreichard.com), or called in to Lora Evinger at 212-868-8450 x205.**

Successful bidders will be notified by telephone or email.

**CONDITIONS OF SALE**  
**30th Anniversary BOMB Magazine gala and silent auction**  
**April 15, 2011**

The property offered in this sale will be offered and sold by BOMB Magazine. Any questions should be directed to BOMB Magazine or Livet Reichard Co.

1. (a) Neither BOMB Magazine nor Livet Reichard Co. assumes any risk, liability or responsibility for the authenticity of the authorship of any property identified in this catalogue (that is, the identity of the artist or the provenance or medium, as the case may be, of any property identified herein). All property to be sold has been donated to BOMB Magazine and has undertaken no independent research with respect to the authenticity of any property identified in this catalogue.  
  
(b) ALL PROPERTY IS SOLD "AS IS" AND NEITHER LIVET REICHARD CO., NOR BOMB MAGAZINE MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, AND IN NO EVENT SHALL EITHER OF THEM BE RESPONSIBLE FOR THE CORRECTNESS, NOR BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY OF DESCRIPTION, GENUINENESS, ATTRIBUTION, PROVENANCE OR CONDITION OF THE PROPERTY. No statement in this catalogue or made at the sale or in any bill of sale or invoice or elsewhere shall be deemed such a representation or warranty, express or implied, as to whether the purchaser acquires any reproduction rights in the property. Prospective buyers 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 BOMB Magazine or Livet Reichard Co. at any time before the actual sale.
3. BOMB Magazine and Livet Reichard Co. reserve the right to reject a bid from any bidder. (a) In the event of any dispute between the bidders, the Auctioneer, Livet Reichard Co., and BOMB Magazine, shall have sole and final discretion either to determine the successful bidder or re-offer and resell the article in dispute. If any dispute arises after the sale, BOMB Magazine's sale records shall be conclusive in all respects. All sales are final. (b) if the auctioneer determines that any opening bid is not commensurate with the value of the article offered, he/she may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, he/she decides that any advance thereafter is insufficient, he/she may reject the advance.
4. At the close of the auction, at a time to be announced during the event, on Friday April 15<sup>th</sup>, 2011, 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 full risk and responsibility therefore, (b) will sign a confirmation of purchase thereof and (c) will pay the full purchase price therefore before property can be released. All sales are final. Successful bidders will be expected to remove their purchases at the end of the auction and, if not removed, may be delivered or sent by messenger to a pre-arranged address at the expense of the purchaser. Any such additional charges incurred by BOMB Magazine due to these transactions will be added to the purchase price of the object. The purchaser assumes the account risk and expense of shipping the item from Capitale to a destination determined by the buyer. If the foregoing conditions and other applicable conditions are not complied with, in addition to other remedies available to BOMB Magazine by law, including, without limitation, the right to hold the purchaser liable for the bid price, BOMB Magazine, at its option, may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property on three (3) days notice to the purchaser and for 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 there under and incidental damages.
5. Deliveries outside of New York may be subject to the tax of another state and, where a duty of collection is imposed by law, BOMB Magazine will require payment of all said taxes. The purchase price is considered to represent the value of the property purchased and is therefore not deductible as a charitable contribution.
6. (a) Livet Reichard Co. and BOMB Magazine are not responsible for errors or omissions arising out of or resulting from order bids or bids transmitted by telephone, including, without limitation, errors or omissions arising from mechanical difficulties or failure.  
(b) Some lots may be offered subject to a reserve, which is the confidential minimum price below which such lot will not be sold. The auctioneer may implement such reserves by bidding on behalf of BOMB Magazine.
7. Items in the Silent Auction may be bid for by filling out the available "Bid Form," i.e., name, phone number and lot number as listed in the catalogue. The amount of the bid must be equal to or exceed the required increment as shown on the Bid Form and must be in round dollar amounts. All signed bids are binding and successful bidders not present at the auction will be notified by phone on or before April 22, 2011.
8. All checks should be made payable to: BOMB Magazine
9. In purchasing work, purchaser agrees that his/her name and contact information, including price at which artwork was bought, will be given to the artist.
10. These Conditions of Sale, as well as the purchaser's and BOMB Magazine respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of New York State. By bidding at an auction, whether present 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 courts.