

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale are the Collectors Covey and its consignors' agreement with the purchaser relative to the sale of two paintings by Bob Kuhn, A Stillness by the Pool, and Streamside Siesta, and they are subject to amendment during or before the sale. Both paintings are being offered by the Collectors Covey as agent for the consignors.

**1** Both paintings will be offered at auction by silent bid on November 8, 2007, at approximately 8:00 P.M. The sales price will be the highest bid and the paintings will be sold "as is". It is recommended that prospective buyers inspect the paintings before bidding. The successful bidders will pay for their purchases immediately following the auction, unless other arrangements have been made with Collectors Covey. Payment may be made by cash, check, or credit card (VISA, Master Card, or American Express). If payment is made by credit card an additional 3% will be added to the sale price.

**2** Both paintings will be offered with a reserve, which is the minimum price below which the paintings will not be sold. The reserve on A Stillness by the Pool is \$300,000. The reserve on Streamside Siesta is \$30,000. There will be no buyer's premium.

**3** Unless exempted by law, the purchaser is required to pay local and state sales tax. Deliveries outside the state may be subject to the compensating use tax of another state and where a duty of collection is imposed on them by law, the Collectors Covey will require payment by the purchaser of such taxes.

**4** All sales are final. The title to the painting passes to buyer upon determination of the highest bid and the announcement by the Collectors Covey that the painting has been sold, subject to compliance by the buyer with all of the other terms and conditions of the sale. The buyer assumes full risk and responsibility for the painting upon the declaration that his is the highest bid and shall immediately pay the full purchase price.

**5** No painting shall be removed from the premises until the buyer has paid the purchase price in full. All lots are to be paid for and removed from the premises at the buyer's expense within twenty-four hours after purchase. Buyer may make arrangements with the Collectors Covey for shipment of the purchased painting, but shipment is at the expense and risk of the buyer.

**6** The Collectors Covey reserves the right to withdraw either painting at any time before the actual sale and shall have no liability for such withdrawal.

**7** The Collectors Covey reserves the right to reject any bid. The highest bidder acknowledged by the Collectors Covey will be the purchaser, subject to reserves.

**8** The Collectors Covey will execute a bid on behalf of qualified prospective buyers, as a convenience, but will not be held responsible for errors or failure to execute such bids.

**9** Only the winning bid will be posted.

