



The Kitchen's Benefit Art Auction – Wednesday, November 18, 2009  
@ The Kitchen 512 West 19<sup>th</sup> Street, 7-9 pm

### Proxy Bid Form

By completing this form, I authorize a staff member of The Kitchen to bid up to, but not more than the maximum bid amount specified for the artwork(s) indicated below. **Proxy bids must be placed no later than 12noon on Wednesday, November 18, 2009.** Winning bidders will be notified no later than Friday, November 20, 2009.

If you cannot fax or email this form, you may also make a PROXY BID by calling Jess Dang at (212) 255-5793 ext. 10, 10am to 6pm, Monday - Friday.

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Once you have read the conditions of sale, in order to place a proxy bid, you must supply The Kitchen with current credit card information. **This form must be filled out completely & returned to Jess Dang, via fax: (212) 645-4258 or via email at [jess@thekitchen.org](mailto:jess@thekitchen.org), no later than 12noon on Wednesday, November 18, 2009.**

\_\_\_\_\_  
Credit Card Number (VISA/MasterCard/American Express only)

\_\_\_\_\_  
Exp. Date

\_\_\_\_\_  
1. Artist and/or Lot #

\_\_\_\_\_  
Maximum Bid  
\$

\_\_\_\_\_  
2. Artist and/or Lot #

\_\_\_\_\_  
Maximum Bid  
\$

\_\_\_\_\_  
3. Artist and/or Lot #

\_\_\_\_\_  
Maximum Bid  
\$

\_\_\_\_\_  
4. Artist and/or Lot #

\_\_\_\_\_  
Maximum Bid  
\$

I have read the Conditions of Sale.

Signature \_\_\_\_\_ Date \_\_\_\_\_

You will receive an email notification confirming the receipt of this form, making this a binding agreement. In the event of a winning bid, you may choose to pay for your artwork by check or with the supplied credit card.

**The Kitchen's Benefit Art Auction**  
**November 18, 2009**  
**The Kitchen's Bidder Registration & Conditions of Sale**

Net proceeds of the sale of artwork will go to support the artist fees for The Kitchen, a 501(c)(3) not-for-profit organization. The Kitchen has, in some cases, agreed to share a portion of the proceeds with the artist to help offset production costs. Each work carries a retail price which is an estimated market value obtained from reliable sources. The retail value is intended to be used as a guide to assist you in your bidding; no representation of warranty as to the actual resale value of any work auctioned is made or implied.

**Registration**

All bidders must register for a bidder number before placing any bids. To register, you must provide a valid credit card number.

**Payment**

Cash, checks, MasterCard, VISA, and American Express are accepted as payment for artwork. **All invoices for artwork must be paid in full no later than December 16, 2009** (4 weeks after the Auction) or else the credit card number provided at bidder registration will be charged for the amount of the purchase.

**Pick-up and Delivery**

Buyers who attend the Auction are strongly encouraged to pay for and take their purchases home with them that same night. Wrapping of the artwork is provided. All lots not removed on the night of the auction may be picked up at The Kitchen, starting on November 20 during normal office hours (Monday through Friday, 10 am to 6 pm). **Please call Mathew Lyons directly at 212.255.5793 ext. 15, 24 hours in advance, to let him know when you are coming so that we may have the piece ready.** If you require having your art shipped to you, we will do so at your expense. The Kitchen is not responsible for damage to artwork once it is in the buyer's possession.

**Tax Laws**

The Kitchen does not charge any sales tax on the sale of benefit art.

**First right for resale**

If a buyer decides to sell a work of art purchased at The Benefit in the future, The Kitchen urges that the buyer offer to sell the piece back to the artist or the gallery that represents him/her (if any), as opposed to offering the piece to an auction house. Buying artwork at a Benefit and reselling it at an auction house can be potentially damaging to an artist's career and violates the generous spirit in which the donation was made. The Kitchen will assist the buyer in this sellback process, if possible. **Select lots marked with an asterisk require that the buyer sign an agreement of right of first refusal with the artist's gallery.**

**Please note:** the buyer is purchasing the work of art "as is." All sales are final and are considered to be a legal contract between the buyer and The Kitchen. The Kitchen reserves the right to return artwork to the artists if it is unclaimed by the buyer one year after the date of the close of the auction, even if the work has been paid for.

**Signing the bidder registration form, or requesting a bidder number when ordering tickets online, indicates that you agree to the above conditions of sale.**



## CONDITIONS OF SALE FOR BENEFIT AUCTIONS

The property offered in this sale will be offered and sold by The Kitchen. Any questions should be directed to the Charity and not to Sotheby's, Inc., ("Sotheby's"), which serves merely as auctioneer for the Charity in conducting the auction sale and 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) Neither Sotheby's nor the Charity 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 NEITHER SOTHEBY'S NOR THE CHARITY 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 Sotheby's nor the Charity 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 Sotheby's or the Charity at any time before the actual sale without any liability therefor.

3. Sotheby's and the Charity reserve 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, the Charity'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, 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, 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 therefor or such part as the Charity may require. All property shall be removed from the Charity's premises by the purchaser at his/her expense no later than three days following its sale and, if not so removed, will be sent by the Charity 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 the Charity by law, including, without limitation, the right to hold the purchaser liable for the bid price, the Charity 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 payable to The Kitchen and not to Sotheby's.

7. (a) In the case of order bids or bids transmitted by telephone, Sotheby's and the Charity are not responsible for any errors or omissions in connection such bids.

[(b) All lots [marked with [ ] ) are offered for sale subject to a reserve, which is the confidential minimum price below which such lot will not be sold. Sotheby's may implement such reserve by bidding up to the reserve on behalf of the Charity.]