

Aperture Foundation 2011 Benefit and Auction—Monday, October 17 at The Lighthouse, Pier 61, Chelsea Piers
 Honorees: **BRUCE DAVIDSON, GERHARD STEIDL, and ROBERT ANTHOINE**
ABSENTEE BID FORM

Please fax this completed form to (212) 979-7759 by Monday, October 17, 2011, 12:00 p.m. EST.

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 included with this form.

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


PAYMENT INFORMATION

| | | | |
|---|--|--------------------------------------|--|
| Check (payable to Aperture Foundation) <input type="checkbox"/> | | Credit Card <input type="checkbox"/> | |
| Credit Card Type: AmEx <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 | Opening Bid | Maximum Bid |
|--------|-------|-------------|-------------|
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 547 West 27th Street, 4th Floor, New York, NY 10001 www.aperture.org
 For questions, please contact Yseult Chehata at (212) 946-7108 or benefit@aperture.org

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CONDITIONS OF SALE

The property offered in this sale will be offered and sold by Aperture Foundation (“Charity”). 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 CATALOG 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 catalog, notice, or description 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, s/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 the glass 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 Aperture Foundation 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 to 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.

The signature below verifies that the buyer has read and agrees to the above Conditions of Sale.

_____ **Buyer’s Signature** _____ **Date**