

**CONDITIONS OF SALE**  
**for the**  
***Angel Art 2025 (Online) Auction***  
***to Benefit the Project Angel Food Fire Relief Fund***  
**Hosted by Bonhams**

The following Conditions of Sale, as amended by any published or posted notices or verbal announcements during the sale, constitute the entire terms and conditions on which property listed in the catalog for this online sale, the *Angel Art 2025 (Online) Auction to Benefit the Project Angel Food Fire Relief Fund*, shall be offered for sale at the auction and sold. All property in this auction is offered by and to benefit *Project Angel Food* (“PAF”), the principal for whom Bonhams is providing certain auction services. As used herein, “Bonhams”, “we”, “us” and “our” refer to Bonhams & Butterfields Auctioneers Corporation in its capacity as auction agent for PAF. By participating in the *Angel Art 2025 (Online) Auction to Benefit the Project Angel Food Fire Relief Fund* sale, you acknowledge that you are bound by these Conditions of Sale.

Additional terms and conditions of sale relating to online bidding apply to bidders participating via our live online bidding facility; see [www.bonhams.com/WebTerms](http://www.bonhams.com/WebTerms) for the supplemental terms.

**Notice Regarding Buyer’s Premium:**

**Please note that Bonhams’ standard buyer’s premium charge has been waived for the *Angel Art 2025 (Online) Auction to Benefit the Project Angel Food Fire Relief Fund* sale.**

1. As used herein, the term “purchase price” means the aggregate of the successful bid price, which is the price at which a lot is successfully sold to the purchaser at auction at the time bidding on the specific lot closes, *and* applicable taxes calculated on the bid price, including any state or local sales tax (or compensating use tax) and other applicable taxes. By purchasing an item in the online auction, the purchaser agrees to indemnify both Bonhams and PAF from any and all sales or use tax, on the purchase in any applicable jurisdictions.
2. In order to bid at the sale, prospective bidders must submit to Bonhams a completed bidder registration and any other requested information or references. New bidders and bidders who have not recently updated their registration information must pre-register to bid at least two (2) business days before the sale. Individuals will be required to provide government-issued proof of identity and proof of address. Entity clients will be required to provide documentation including confirmation of entity registration showing the registered name and address, documentary proof of officers and beneficial owners, proof of authority to transact on behalf of the entity and proof of identity for the individual who is transacting on the entity’s behalf.

We and PAF reserve the right to request further information, including regarding the source of funds, in order to complete bidder identification and registration procedures (including

completing any anti-money laundering and/or anti-terrorism financing checks). No person will be entitled to bid at the auction without first having registered to bid. We may, in our sole discretion, decline to register any bidder or reject any bid or cancel any sale to such bidder.

Every bidder shall be deemed to act as a principal unless prior to the commencement of the sale there is a written acceptance by Bonhams which clearly states that the authorized bidding agent is acting on behalf of the named principal. Absent such written acceptance by Bonhams, any person placing a bid as agent on behalf of another (whether or not such person has disclosed that fact or the identity of the principal) may be jointly and severally liable with the principal under any contract resulting from the acceptance of a bid. Every bidder shall be responsible for any use of its assigned paddle or bidding account, regardless of the circumstances.

3. You represent and warrant that: (i) you have provided to us, or will provide upon request, true and correct copies of valid identification and proof of residence and, if applicable, financial and/or corporate documents; (ii) neither you, your principal (if applicable, and subject to Bonhams' prior written acceptance pursuant to section 2 above), nor any individual or entity with a beneficial or ownership interest in either the purchased property or in the purchase transaction is on the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury nor subject to any other sanctions or embargo program or regulation in effect in the United States, European Union, England and Wales, or other applicable jurisdictions (such programs and regulations, collectively, "Sanctions"); (iii) if you are acting as an agent for a principal, you have conducted appropriate due diligence into such principal, and agree that Bonhams shall be entitled to rely upon such due diligence, you will retain adequate records evidencing such due diligence for a period of five (5) years following the consummation of the sale, and will make these records available for inspection upon Bonhams' request; (iv) neither the purchase transaction (including your bidding activity) nor the purchase funds are connected with nor derive from any criminal activity, and they are not designed to nor have they or shall they, violate the banking, anti-money laundering, or currency transfer laws or other regulations (including without limitation, import-export laws) of any country or jurisdiction, or further any other unlawful purpose, including without limitation collusion, anti-competitive activity, tax evasion or tax fraud; and (v) property purchased by you or your principal (if applicable) hereunder is not and will not be transferred to or used in a country in contravention of any Sanctions.

You acknowledge and agree that we may rely upon the accuracy and completeness of the foregoing warranties.

4. On the closing of the lot, the contract between PAF and the successful bidder is concluded, in accordance and subject to compliance with all of the terms and conditions set forth herein. No lot may be transferred. Neither we nor PAF is responsible for any errors in bidding.

Unless otherwise agreed, **Payment of the full purchase price in good funds is due and payable to PAF immediately following the sale and in any event within three (3) business days following the auction.** Title in a purchased lot will not pass until the PAF has received the full purchase price in cleared funds. PAF is not obligated to release a lot to the purchaser until title to the lot has passed and any earlier release does not affect the passing of title or the

purchaser's unconditional obligation to pay the full purchase price. Whenever the purchaser pays only a part of the total purchase price for one or more lots purchased, PAF may apply such payments, in its sole discretion, to any of the lot or lots. Payment will not be deemed made in full until PAF has collected good funds for all amounts due. PAF reserve the right to refuse to accept payment from a source other than the registered bidder or buyer of record.

Successful bidders will be notified and invoiced by PAF after the sale. In the event of any discrepancy between any online purchase information and the invoice sent to you by PAF following the sale, the invoice shall prevail. Please note that the sale records in connection with this auction, including your bidder registration information and bidding record may be provided to PAF in full.

Payment for purchases shall be made in U.S. Dollars and may be made by ACH wire transfer, credit card, or by personal check with approved credit drawn on a U.S. bank, made payable to Project Angel Food. A processing fee may be assessed by PAF in connection with the form of payment.

Payment will not be deemed to have been made in full until the PAF has collected good funds in full. Any claims relating to any purchase, including any claims under these Conditions of Sale, must be presented directly to PAF.

If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to other remedies available to us and PAF by law, including without limitation, the right to hold the purchaser liable for the purchase price, PAF at its discretion may cancel the sale, retaining as liquidated damages all payments made by the purchaser

5. We and PAF reserve the right to withdraw any property and to modify any lot at any time before, during or after such property's auction, and shall have no liability whatsoever for such withdrawal. All bids are per lot as numbered in the catalog and no lot shall be divided or combined for sale.

6. We and PAF reserve the right to refuse to recognize bids to reject a bid from any bidder, to split any bidding increment, and to advance the bidding in any manner that we, as auctioneer, may decide. In the event of any dispute between bidders, or in the event the auctioneer doubts the validity of any bid, the auctioneer shall have 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, or in the event of any discrepancy between any online records or messages provided to you, our records of sale, kept by us on behalf of PAF, shall govern and be conclusive in all respects.

We and PAF further reserve the right to cancel the sale of any property if: (i) you are in breach of your representations and warranties under these Conditions of Sale; (ii) we or PAF, in our sole discretion, determine that such transaction might be unlawful or might subject Bonhams or PAF to any liability to any third party; or (iii) there are any other grounds for cancellation under these Conditions of Sale.

7. If we or PAF is prevented by fire, theft or any other reason whatsoever from delivering any property to the purchaser or a sale otherwise cannot be completed, Bonhams shall have no liability whatsoever to purchaser, and the purchaser's sole remedy shall be limited to PAF refunding to the purchaser the sum actually paid therefor, and shall in no event include any compensatory, incidental, or consequential damages.

8. All lots in the catalog are offered subject to a reserve unless otherwise indicated in the catalog. The  $\infty$  symbol next to the lot number denotes no reserve. The reserve is the confidential minimum bid price at which such lot will be sold and it does not to exceed the low estimate value for the lot. If a lot is offered subject to a reserve, we may implement such reserve by bidding on behalf of PAF, whether by opening bidding or continuing bidding in response to other bidders until reaching the reserve. If we, as auctioneer, determine that any opening or subsequent bid is below the reserve for a lot, we may reject such opening bid and withdraw the item from sale. PAF IS NOT PERMITTED TO BID ON ITS OWN PROPERTY.

9. All property is sold "AS IS" and any statements contained in the catalog or in any advertisement, bill of sale, announcement, condition report, invoice or elsewhere as to period, culture, source, origin, media, measurements, size, quality, rarity, provenance, importance, exhibition and literature of historical relevance, merchantability, fitness for a particular purpose, or physical condition ARE QUALIFIED STATEMENTS OF OPINION AND NOT REPRESENTATIONS, WARRANTIES, OR ASSUMPTION OF LIABILITY. Neither Bonhams nor PAF shall be responsible for any error or omission in the catalog description of any property. No employee or agent of Bonhams or PAF is authorized to make on our behalf or on that of the consignor any representation or warranty, oral or written, with respect to any property.

Prospective bidders are encouraged to look closely and examine each object on which they may want to bid in order to know as much as possible about it. The public preview schedule is indicated on Bonhams' website and may be amended from time to time. Any images and condition reports are provided to assist you with assessing the condition of the property and are for guidance only.

10. Unless otherwise agreed by PAF, all purchased property must be removed as set forth below. PAF's liability for loss of or damage to sold property shall cease upon the earlier of (a) the 31st day after the close of the auction or (b) PAF's release of the property to the purchaser or the purchaser's designated agent. Once risk passes to the purchaser, the purchaser shall bear full liability for any and all loss of or damage to the property, and neither Bonhams nor PAF shall have any responsibility or liability in connection therewith.

Successful bidders may collect purchased lots as follows:

- February 28, 2025: 10:00a.m. – 3:00p.m. PT  
Bonhams  
7601 W. Sunset Boulevard  
Los Angeles, CA 90046

- March 3 - 14th, 2025: Monday - Friday from 9:00a.m. – 4:00p.m. PT  
Project Angel Food  
870 Vine St., Suite 200  
Los Angeles, CA 90038
- After March 7, 2025: all collections are available by appointment only.

All property collections and shipping arrangements for purchased lots shall be arranged directly with PAF with all associated costs being borne by buyer. We kindly ask for your patience as PAF facilitates this process.

**Please contact Bret Webster at email: [bwebster@angelfood.org](mailto:bwebster@angelfood.org) or tel.: (323) 845-1800 ext. 245 for all property collections and shipping arrangements for purchased lots.**

All property collections and shipping shall be at the buyer's expense. Neither PAF nor Bonhams are responsible for the acts or omissions of packers, shippers or carriers. Packing and handling of purchased lots is at the entire risk of the purchaser.

11. The copyright in the text of the catalog, including without limitation property descriptions and the photographs, digital images and illustrations of lots belong to Bonhams. PAF or each of their respective licensors. Auction participants may not reproduce or permit anyone else to reproduce such text, photographs, digital images or illustrations without our prior written consent.

12. These Conditions of Sale shall bind the successors and assigns of all bidders and purchasers and inure to the benefit of our and PAF's successors and assigns. No waiver, amendment or modification of the terms hereof (other than posted notices or oral announcements during the sale) shall bind us unless specifically stated in writing and signed by us. If any part of these Conditions of Sale is for any reason invalid or unenforceable, the rest shall remain valid and enforceable.

13. You accept and agree that Bonhams will hold and process your personal information and may share and use it as required by law and as described in, and in line with Bonhams' Privacy Policy, available online at <http://www.bonhams.com/legals/9945/>. If you desire access, update, or restriction to the use of your personal information, please email [data.protection@bonhams.com](mailto:data.protection@bonhams.com).

14. These Conditions of Sale and the purchaser's and our respective rights and obligations hereunder are governed by the laws of the State of New York. By bidding at an auction, each purchaser and bidder agrees to be bound by these Conditions of Sale. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof, brought by or against Bonhams or PAF shall be resolved by the procedures set forth below.

## **MEDIATION AND ARBITRATION PROCEDURES**

(a) Within 30 days of written notice that there is a dispute, the parties or their authorized and empowered representatives shall meet by telephone and/or in person to mediate their differences. If the parties agree, a mutually acceptable mediator shall be selected and the parties will equally share the fees and expenses of mediation. The mediator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling mediations. Any communications made during the mediation process shall not be admissible in any subsequent mediation, arbitration or judicial proceeding. All proceedings and any resolutions thereof shall be confidential, and the terms governing arbitration set forth in paragraph (c) below shall govern.

(b) If mediation does not resolve all disputes between the parties, or in any event no longer than 60 days after receipt of the written notice of dispute referred to above, the parties shall submit the dispute for binding arbitration before a single neutral arbitrator. Such arbitrator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling arbitrations. Such arbitrator shall make all appropriate disclosures required by law. The arbitrator shall be drawn from a panel of a national or international arbitration service agreed to by the parties, and shall be selected as follows: (i) If the arbitration service has specific rules or procedures, those rules or procedures shall be followed; (ii) If the arbitration service does not have rules or procedures for the selection of an arbitrator, the arbitrator shall be an individual jointly agreed to by the parties. If the parties cannot agree on an arbitration service, the arbitration shall be conducted by Judicial Arbitration and Mediation Services, Inc. ("JAMS") or another national or international alternative dispute resolution ("ADR") provider of Bonhams' choice, and the arbitrator shall be selected in accordance with JAMS' Streamlined Arbitration Rules and Procedures or the rules of the other ADR provider selected by Bonhams. The arbitrator's award shall be in writing and shall set forth findings of fact and legal conclusions.

(c) Unless otherwise agreed to by the parties or provided by the published rules of the arbitration service:

- (i) The arbitration shall occur within 60 days following the selection of the arbitrator;
- (ii) The arbitration shall be conducted in New York, New York; and
- (iii) Discovery and the procedure for the arbitration shall be as follows:
  - A. All arbitration proceedings shall be confidential;
  - B. The parties shall submit written briefs to the arbitrator no later than 15 days before the arbitration commences;
  - C. Discovery, if any, shall be limited as follows: (I) Requests for no more than 10 categories of documents, to be provided to the requesting party within 14 days of written request therefor; (II) No more than two (2) depositions per party, provided however, the deposition(s) are to be completed within one (1) day; (III) Compliance with the above shall be enforced by the arbitrator in accordance with New York law;
  - D. Each party shall have no longer than eight (8) hours to present its position. The entire hearing before the arbitrator shall not take longer than three (3) consecutive days;
  - E. The award shall be made in writing no more than 30 days following the end of the proceeding. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

To the fullest extent permitted by law, and except as required by applicable arbitration rules, each party shall bear its own attorneys' fees and costs in connection with the proceedings and shall share equally the fees and expenses of the arbitration.

**DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

ALL PROPERTY IS SOLD "AS IS". NEITHER BONHAMS NOR PAF MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR CONDITION OF THE LOT, OR AS TO CORRECTNESS OF DESCRIPTION, GENUINENESS, ATTRIBUTION, PROVENANCE OR PERIOD OF THE LOT, OR AS TO WHETHER THE PURCHASER ACQUIRES ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN LOTS SOLD OR AS TO WHETHER A LOT IS SUBJECT TO THE ARTIST'S MORAL RIGHTS OR ANY OTHER RESIDUAL RIGHTS OF ITS MAKER, OR AS TO A LOT'S VALUE FOR TAX OR ANY OTHER PURPOSES. THE ENTIRE RISK WITH REGARD TO THE QUALITY, PERFORMANCE, DESCRIPTION, SIZE, GENUINENESS, ATTRIBUTION, PROVENANCE AND CONDITION OF THE LOT IS WITH THE PURCHASER. BONHAMS AND PAF WILL NOT BE RESPONSIBLE OR LIABLE FOR DAMAGE TO FRAMES OR GLASS COVERINGS, IRRESPECTIVE OF HOW OCCASIONED.

EACH BIDDER AND PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL BONHAMS OR PAF BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BONHAMS OR PAF TO A PURCHASER EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR A DISPUTED ITEM OF PROPERTY.

Bonhams or PAF will not be responsible for any errors or failures to execute bids placed online or through any other means, or for any errors or omissions in connection therewith including, without limitation, errors or failures caused by any human error, telecommunications or internet fault or failure, or breakdown or problems with any devices or online platforms, regardless of whether such issue arises with our or your technology, equipment, or connection.