

2024 CONTRACT HEISEY SPRING BENEFIT AUCTION



Heisey Collectors of America, Inc.
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Newark, Ohio 43055
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Auction@HeiseyMuseum.org
www.HeiseyMuseum.org



This agreement is hereby entered into between (*Please Print*)

1) Member _____ Date _____
Address _____
City _____ State _____ Zip _____
Daytime Phone _____ E-mail _____

hereafter referred to as **Member** and **Heisey Collectors of America, Inc.**, hereafter referred to as **HCA**, for glassware or glass related items consigned or donated for sale for the benefit of HCA in support of the National Heisey Glass Museum. Member, for the purpose of this contract, means HCA Member, Member's representative, Administrator of Member's estate, or other person legally responsible to make decisions on behalf of Member. Proper documentation may be required. Membership in HCA must be maintained until all glass is sold.

2) Auction Dates: April 7, 12, & 13, 2024 Glass delivery by December 30, 2023

3) Auction Location: GMP Local #244 Union Hall, 350 Hudson Avenue, Newark OH 43055

4) Terms & Conditions of Auction: *see page 3*

5) **Commission:** The Member providing glass to HCA for sale under this contract will be charged the following sliding scale commission per lot: \$5.00-\$50.00 = 40%; \$50.01-\$200.00 = 30%; \$200.01-\$400.00 = 20%; \$400.01-\$750.00 = 15%; \$750.01 and over = 10%.

6) **Settlement:** Payment (settlement) to the Member for glass sold will be made in full from the HCA Auction Trust account no later than fifteen days after the auction. The Member and HCA agree no payments will be required in less than fifteen days.

The HCA Auction Trust account is set up and operated consistent with ORC Section 4707.024. HCA is responsible for the collection of funds. HCA will pay expenses associated with the auction, including but not limited to, auction site rental and advertising fees, with money from the Trust account.

7) **Bad Checks/Unpaid Items:** HCA is responsible for bad checks, debts, and unpaid items.

8) **Auction and Bidding:** This auction is an **Absolute Auction**.

"Absolute Auction" means an auction of real or personal property to which all of the following apply: (1) The property is sold to the highest bidder without reserve; (2) The auction does not require a minimum bid; (3) The auction does not require competing bids of any type by the seller or an agent of the seller; (4) The seller of the property cannot withdraw the property from auction after the auction is opened and there is public solicitation or calling for bids unless no bid is made within a reasonable time.

"Reserve Auction" means an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property at any time prior to the completion of the auction by the auctioneer.

The Member or a person on behalf of the Member may make a bid on a lot the Member consigns or donates if the auction is a reserve auction, and the auctioneer provides full disclosure before bidding that the Member retains the right to bid. Absent this disclosure, Members cannot bid or have others bid on their behalf on their own consigned or donated items and said bidding would constitute bid rigging and be in violation of ORC 4707.023.

9) Absentee Bidding: The Member and HCA both agree that absentee bids will be accepted by HCA. The minimum absentee bid on a lot will be \$15.00 with a minimum opening floor bid of \$5.00. Absentee bids are bids left by buyers prior to the auction and executed in a competitive manner. HCA does not use the full bid amount as a starting bid. Bidding is initiated from the floor then offered on behalf of the absentee bidder at the next increment continuously until bidding has stopped. (Example: Absentee bidder leaves a bid with a maximum amount of \$500.00. After item is sold through competitive bidding, the absentee bidder is successful for \$325.00.) HCA reserves the right to accept or reject any and all absentee bids. HCA is not responsible for misfiled bids that are not executed.

10) Consignments: Items consigned or donated for sale must have been made by the A.H. Heisey and Company. Reproductions will not be accepted, except those made from original Heisey moulds or as commissioned by H.C.A. The Member agrees to accept responsibility for providing merchantable title for glass sold.

The Member may consign no more than 40 lots. There is no limit to the number of items in each lot, but HCA retains the right to determine the size and/or make-up of each lot. The Member's glass list is attached and is an integral part of this contract.

The Member may donate an unlimited number of lots to HCA for sale at auction. HCA, however, at its discretion, will consign donated items for auction, add donated items to the museum collection, and/or sell donated items in the museum shop.

Once received, and in preparation for sale, the HCA Auction Committee will examine the glass, make corrections to accurately describe the glass, and reject glass deemed not acceptable for this auction. If the Member wishes, rejected items will be returned at Member expense. Otherwise, the items become the property of HCA.

11) Responsibility: It is the responsibility of the Member to deliver the glassware to the National Heisey Glass Museum by December 30, 2023. HCA accepts responsibility for the glass once received at the Museum and until it is sold. Glass damaged in shipment to the Museum will be referred to the shipper and Member. Glass damaged or lost while in the possession of HCA prior to sale will be valued by qualified appraiser(s) and the Member will be paid, less commission.

12) HCA and the Member agree that:

- a) A signed copy of this contract **MUST** accompany glass consignments;
- b) The items will be sold to the highest bidder without reserve;
- c) HCA and/or its auctioneer, has the right to accept or reject any or all bids;
- d) HCA has the right to establish a minimum opening bid;
- e) The Member may not withdraw the lot(s) at any time prior to the completion of the auction;
- f) In the event no bids are received on a lot, the lot becomes the property of HCA;
- g) The auction will take place in person, on-line or both;
- h) The Member affirms he/she has a bona fide intention to transfer ownership of the property to the highest bidder.

ON-LINE AUCTION
TERMS & CONDITIONS of SALE

- 1) All lots sold in numerical cataloged order.
- 2) An 8% buyer's premium applies to all payments. All major credit cards accepted. A statement of winnings will be sent after payment is processed.
- 3) HCA endeavors to describe all items to the best of its ability; however, this is not a warranty.
- 4) All items are sold AS IS and WHERE IS. HCA has the right to make any corrections at the time of sale and to provide additional information.
- 5) HCA has the authority to set opening bids and reject any bid raise not in line with established bid increments. Items are sold without reserve, unless advertised otherwise. In the case of a disputed bid, HCA has the authority to settle disputes to the best of its ability and its decision is final.
- 6) Minimum opening bid per lot is **\$5.00**.
- 7) ALL SALES are FINAL and all items must be paid for before glass is picked up. Glass must be claimed by (*date to be determined*). Items un-claimed by this date may be assessed a storage fee of \$5.00 per day going forward. Items remaining un-claimed as of (*date to be determined*) will be considered abandoned, becomes property of HCA and any payment will be gratefully accepted as a charitable donation to HCA.
- 8) Buyer/Shipper must have receipt or bidder number in hand to pick up items.
- 9) **HCA (an auction firm) is licensed by the Ohio Department of Agriculture and bonded in favor of the state.**
- 10) Bidding on any item indicates acceptance of these ON-LINE Terms and Conditions of Sale.

IN-PERSON AUCTION
TERMS & CONDITIONS of SALE

- 1) All lots sold in numerical cataloged order.
- 2) All major credit cards accepted. Cash, certified check, personal check, or money order accepted. An 8% buyer's premium applies. Buyer's premium is waived for cash or check payment. Cash only payment may be requested by HCA.
- 3) HCA endeavors to describe all items to the best of its ability; however, this is not a warranty.
- 4) All items are sold AS IS and WHERE IS. HCA has the right to make any corrections at the time of sale and to provide additional information. Inspection is welcomed.
- 5) The Auctioneer / HCA has the authority to set opening bids and reject any raise not in line with established bid increments. Items are sold without reserve, unless advertised otherwise. In the case of a disputed bid, the auctioneer has the authority to settle disputes to the best of his/her ability and his/her decision is final.
- 6) Minimum opening bid per lot is **\$5.00**.
- 7) ALL SALES are FINAL. Resales will be handled at Auctioneer's discretion. All items must be paid for and claimed the day of sale.
- 8) Buyer/Shipper must have paid receipt in hand to pick up items.
- 9) **HCA (an auction firm) and all auctioneers used by HCA are licensed by the Ohio Department of Agriculture and bonded in favor of the state.**
- 10) Bidding on any item indicates acceptance of these IN-PERSON Terms and Conditions of Sale.

MEMBER SIGNATURE: _____ **Date:** _____

HCA REPRESENTATIVE SIGNATURE: _____ **Date:** _____
Name / Title