

Auction Rules



The property offered in this sale will be offered and sold by the Frankie Lemmon Foundation, Inc. to benefit the Frankie Lemmon School & Developmental Center. Any questions should be directed to the Frankie Lemmon Foundation, Inc. The following terms and conditions apply, 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 the auctioneer nor the Frankie Lemmon Foundation, Inc. assumes 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 THE AUCTIONEER NOR THE FRANKIE LEMMON FOUNDATION, INC. 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 catalog, 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 the auctioneer nor the Frankie Lemmon Foundation, Inc. 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 added, amended, or deleted by the published addenda to the catalog, by notice posted on the lot display or by verbal announcement during the auction without any liability therefore.
3. The auctioneer and the Frankie Lemmon Foundation, Inc. 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 Frankie Lemmon Foundation, Inc.'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 glass covering prints), (b) will sign a confirmation of purchase thereof and, (c) will pay the full purchase price therefore or such part as the Frankie Lemmon Foundation, Inc. may require.

All property shall be removed from the Frankie Lemmon Foundation, Inc.'s premises by the purchaser at his/her expense no later than fourteen days following its sale and, if not so removed, will be sent by the Frankie Lemmon Foundation, Inc. to 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 Frankie Lemmon Foundation, Inc. by law, including, without limitation, the right to hold the purchaser liable for the bid price, the Frankie Lemmon Foundation, Inc. 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. Full payment is required at or before the conclusion of the Auction and prior to the removal of any lot. The Frankie Lemmon Foundation accepts cash, checks, MasterCard, Visa and American Express. The credit card you provided at registration will be charged for your auction and gala purchases at the end of the auction unless another form of payment is presented at check out. The checkout station will be clearly marked. Buyers will be given a receipt which must be presented at the Lot Pick-Up area in order for the lots to be released.
7. In the case of pre-auction bids or bids transmitted by telephone, the auctioneer and the Frankie Lemmon Foundation, Inc. are not responsible for any errors or omissions in connection with such bids.

8. Our trips are comprised of donated mileage accommodations, meals and other amenities. Many of these arrangements have limitations and restrictions that are beyond our control. All are subject to availability. Therefore, you must be flexible in making your travel plans. Moreover, it is crucial that you make those plans well in advance of the actual dates of your trip. When the catalog description gives a specific date for a trip, it has been donated for that date only and must be taken on that specific date, no exceptions. Unless stated otherwise in the catalog description, all trips must be completed before the first of February, 2021. Trips not taken within this or the special stated time limits will be forfeited with no refund made, without regard for the reason such trip was not taken. Donated airline miles and hotel points are subject to the airlines and hotel chains frequent flyer/frequent stay programs respectively. The Frankie Lemmon Foundation has no control over these programs. Donated points for a particular auction lot are typically sufficient for that particular trip, but you must book the flights early in order to ensure those points give you the best fare class possible. The Frankie Lemmon Foundation has no control over the airlines points requirements for a particular segment.
9. In the event of loss or damage to any lot, incurred in the course of its handling or storage during the auction event and before possession is taken by the buyer, the buyer will be compensated only as follows:
- (a) If the lot has not been paid for, the exact amount of the bid amount will be subtracted from the buyer's bidding account.
 - (b) If the lot has been paid for, the buyer will receive a refund of the bid amount only.
 - (c) The goods sold at this event have no valuation beyond the amount of the final bid. Therefore, such credit or refund are the sole remedy which will be made for such losses.

ABSENTEE BIDDING

The Triangle Wine Experience is happy to accept Absentee Bids from our friends that may be unable to attend the Auction, Saturday, February 1, 2020. Please visit the Frankie Lemmon Foundation web site for further details. <https://www.trianglewineexperience.org/events/auction/>

SILENT & ALL-STAR AUCTION RULES

Silent and All-Star silent auction lots will remain open later into the evening. The time of closing will be posted. An announcement will be made from the stage about 10 minutes prior to closing. Silent and All-Star auctions will be conducted using electronic bidding technology that facilitates bidding and ensures minimum bids and bid increments are complied with.

TRIPS

1. Features and Amenities: Trips will be scheduled by the winning bidder with the donor. Donor contact information will be given in writing to the winning bidder upon payment, at the conclusion of the auction. Trips are comprised of donated components, many of which have limitations and restrictions. Deviations from the trip description which incur additional costs will be at your own expense.
2. Scheduling: Unless stated otherwise in the catalogue description, all trips must be completed within one year from the date of the auction. Trips not taken within this or the specified time limits will be forfeited with no refund made, without regard for the reason such trip was not taken. If a specific date for a trip is stated in the catalogue, the trip is limited to that date only and must be taken on that specific date, no exceptions. Scheduling of donated trips/features/excursions is subject to availability.
3. Scheduling: All trips listed in the book that are date specific may not be changed. Trips that are not date specific will be scheduled by the winning bidder with the donor. If the bidder needs assistance in coordinating the trip, the staff of Frankie Lemmon Foundation will make a reasonable effort to assist you. Donor Trips are comprised of donor components, many of which have restrictions and limitations.
4. Airline Inventory: Airlines maintain a limited inventory of donated seats on any flight. Every effort will be made to fulfill your desired dates. Once your flight(s) has been ticketed, changes in the schedule are rarely attainable and all require a change-in-schedule fee. Airline schedules are subject to change and are beyond our control. Your attention to early planning and booking is essential. Upgrades are not available on donated tickets. Mileage credit or any other promotional benefit is not available for donated transportation. Stopovers are not allowed except for connecting purposes.
5. Personal Conduct: While traveling or staying in any accommodations of any auction trip won, all individuals in the traveling party should consider themselves representing the Frankie Lemmon Foundation and behave accordingly, in a professional and courteous manner. Failure to do so may preclude participation in future Frankie Lemmon Foundation events and forfeiture of any unused trips or services won or purchased from the Frankie Lemmon Foundation or any events benefiting the Frankie Lemmon Foundation. Once a trip has been scheduled (including winery visits, dinners, etc.) please do everything possible to arrive on time or call the phone number provided if running late. It is not acceptable to simply not show up for an appointment as it reflects poorly on the foundation and is disrespectful of winery donors.