

**TERMS AND CONDITIONS FOR "2<sup>ND</sup> ROUND SEALED BID AUCTION"  
OF WILDLIFE RELATED ITEMS AND FIREARMS**

**CONDUCTED BY B.A.E.S.S., INC.  
(BAKER AUCTION AND ESTATE SALE SERVICES)**

**BIDDING CLOSSES FRIDAY, AUGUST 7, 2009 AT 5:00 PM. (MOUNTAIN)**

**DESCRIPTION OF ITEMS** - In an effort to fully describe items and to be helpful to Bidders, B.A.E.S.S., INC. has obtained information from a variety of sources which B.A.E.S.S., INC. believes to be reliable. B.A.E.S.S., INC. believes that descriptions and/or identities of wildlife mounts, tusks, horns, antlers, rugs, hides, skulls, custom gun cabinet, firearms, ammunition, reloading supplies, knives, limited edition prints and bronzes, books, arrowheads, hunting items, fishing items, and any other items are true and correct, however B.A.E.S.S., INC. does not guarantee or warranty any information, descriptions and/or identities.

**CONDITION OF ITEMS SOLD** - All items are sold "as is/where is" with no guarantees or warranties whatsoever. B.A.E.S.S., INC. makes no expressed or implied warranties, representations, or guarantees of any kind or nature with respect to the fitness, purpose, description, genuineness, authenticity, condition, deficiency or merchantability of any item being sold. Each Bidder is responsible for personally examining all items, and then bidding based upon his/her own personal examination. The failure of any Bidder to examine, inspect, and/or to be fully informed as to the condition of any item will not constitute grounds for any claim whatsoever.

**BID AMOUNTS** - Minimum Bid Amounts are posted on our website (www.baess.com) for all items. A specific dollar amount must be stated in writing, on a Sealed Bid Auction Form, for every item a Bidder wishes to bid upon. (B.A.E.S.S., INC. reserves the right to reject any bids between two amounts, bids starting at a lower amount and going to a higher amount, "buy" bids, bids that are indicated to be a specific amount higher than the highest bid offered, and any other similar bids for a non-specific dollar amount.)

**RIGHT TO REJECT ANY OR ALL BIDS** - B.A.E.S.S., INC. shall reject all bids that are less than the required Minimum Bid Amount.

**TIE BIDS** - If the highest bid for an individual item is a "tie bid", B.A.E.S.S., INC., at its sole discretion, may request the highest Bidders to submit additional bids, with B.A.E.S.S., INC., at its sole discretion, awarding the sale of the individual lot to the Bidder that B.A.E.S.S., INC. believes to be the final highest Bidder. The decision of B.A.E.S.S., INC. shall be final and absolute.

**DETERMINATION OF HIGHEST BIDDER** - B.A.E.S.S., INC., at its sole discretion, shall award the sale of an individual lot to the Bidder that B.A.E.S.S., INC. believes to be the correct and true highest Bidder. The decision of B.A.E.S.S., INC. shall be final and absolute.

**BUYER'S PREMIUM** - A Buyer's Premium of 10.0% (ten percent) of the successful sealed bid price shall be added to each purchase to reach the total sale price. The total sale price is subject to all applicable sales taxes.

**SALES TAX** - Sales tax in the amount of 7.72% will be collected unless item(s) are purchased for resale or sold to exempt entities. Dealers or exempt entities must register a copy of their sales tax license/exemption with B.A.E.S.S., INC. along with their Sealed Bid Auction Form in order to be exempted from paying sales tax.

**PAYMENT** - Payment must be made in full before items may be removed. Payment may be made by cash, VISA, Master Card, certified check, or approved personal check with proper I.D. at the sole discretion of B.A.E.S.S., INC. B.A.E.S.S., INC. may hold any item(s) until a check clears the bank or until cash payment is made.

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**OWNERSHIP** - Ownership passes when the Bidder is notified by B.A.E.S.S., INC. that he/she is the successful Bidder, and when the Bidder provides subsequent payment in full for all items purchased, in a form that is acceptable to B.A.E.S.S., INC. Neither B.A.E.S.S., INC. nor the Seller shall be responsible for loss or damage to any item due to theft, fire, breakage or any other cause or causes whatsoever, however occasioned, at any time prior to passage of ownership to a Bidder - at which time said Bidder shall be solely responsible for any loss or damage to any item. All sales are final.

**TRANSFER OF ITEMS** - For Buyers living less than 85 miles from the Sealed Bid Auction location, all item(s) must be paid for and removed within 3 days of notification to the Bidder of his/her successful bid unless other arrangements, agreeable to B.A.E.S.S., INC., are made. For Buyers living more than 85 miles from the Sealed Bid Auction location: a) payment by approved VISA or Master Card must be made upon notification to the Bidder of his/her successful bid, and b) removal of items must be accomplished no later than 10 days after notification to the Bidder of his/her successful bid.

**LIQUIDATED DAMAGES** - If a Bidder defaults on the purchase of any item, or if a Bidder defaults in making full payment, B.A.E.S.S., INC. at its sole discretion: a) may charge \$35.00 for any returned check, b) may retain all monies received as liquidated damages, and c) may pursue any other remedies allowed by law.

**ASSUMPTION OF RISK** - B.A.E.S.S., INC. and/or any of its Officers, Owners and/or Employees, The Estate of Wilfred A. Romero, and Arnold Bradford (Personal Representative for The Estate of Wilfred A. Romero shall not be liable by reason of any defect in or condition of any item being sold. Any person attending any of the auction previews, any person removing item(s) from the premises of B.A.E.S.S., INC., and/or any person using any property sold at auction assumes all risks of damage or loss to person and/or item(s) and specifically releases B.A.E.S.S., INC. and/or any of its Officers, Owners and/or Employees, The Estate of Wilfred A. Romero, and Arnold Bradford (Personal Representative for The Estate of Wilfred A. Romero from any liability.

**INDEMNITY** - Bidder agrees to indemnify and hold harmless B.A.E.S.S., INC. and/or any of its Officers, Owners and/or Employees, The Estate of Wilfred A. Romero, and Arnold Bradford (Personal Representative for The Estate of Wilfred A. Romero from any and all damages and claims of any type whatsoever caused during preview, during removal of the item(s), and/or during the use and/or resulting from the use of any item(s) purchased at the auction.

**AGENT ONLY** - B.A.E.S.S., INC. and/or any of its Officers, Owners and/or Employees are acting as agent only and shall in no case whatsoever be held liable for any acts of a Bidder and/or Seller.

**CLASSIFICATION OF WILDLIFE ITEM(S)**

**CITES APPENDIX #2:** These item(s) CAN be sold to a resident of the United States with no restrictions and/or additional paperwork being required, provided that they remain in the United States. (NOTE: Because of the impossibility of B.A.E.S.S., INC. (dba Baker Auction and Estate Sale Services) obtaining copies of the original CITES Import Permit(s) B.A.E.S.S., INC. has elected to NOT sell any of these item(s) to purchasers outside of the United States.)

**CITES APPENDIX #3:** These item(s) CAN be sold to a resident of the United States with no restrictions and/or additional paperwork being required, provided that they remain in the United States. (NOTE: Because of the impossibility of B.A.E.S.S., INC. obtaining copies of the original CITES Import Permit(s) B.A.E.S.S., INC. has elected to NOT sell any of these item(s) to purchasers outside of the United States.)

**NO CITES RESTRICTIONS:** These item(s) CAN be sold and shipped in the United States with no restrictions and/or additional requirements. These item(s) CAN be sold and shipped outside of the United States subject to export regulations and shipping/permit requirements. )

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**FIREARMS**

- 1) No warranties or guarantees of any kind are provided regarding the identity, condition, safety, or usability for originally manufactured purposes for firearms and/or firearm safety devices. Each successful firearm Bidder is encouraged and expected to have all firearms and all firearm safety devices examined by a qualified gunsmith to determine their condition, safety, and usability for originally manufactured purpose prior to them being fired/used.
- 2) B.A.E.S.S., INC. is a Federal Firearms Licensed Dealer and will fully comply with federal and state laws governing the sale and transfer of firearms.
- 3) Firearms will be transferred to Bidders only after completion of required paperwork and the successful completion of a background check as required by federal and state law.
- 4) For Colorado residents, appointments for completion of background checks will be scheduled at times that are mutually agreeable for both the successful Bidder and B.A.E.S.S., INC.
- 5) For Bidders who are NOT Colorado residents, firearms will be shipped to an approved Federal Firearms Licensed Dealer (chosen by the successful Bidder) in the Bidder's state of residence, for lawful transfer as required by federal and state laws.

**AMMUNITION AND RELOADING SUPPLIES**

No warranties or guarantees of any kind are provided regarding the identity, condition, safety, or usability for originally manufactured purposes for ammunition, reloaded ammunition, and/or reloading supplies. Each successful Bidder of ammunition, reloaded ammunition, and/or reloading supplies is encouraged and expected to have all ammunition, reloaded ammunition, and/or re-loading supplies examined by a qualified gunsmith to determine their condition, safety, and usability prior to them being used.

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**ACCEPTANCE OF TERMS AND CONDITIONS FOR 2<sup>ND</sup> ROUND SEALED BID AUCTION** - Bidding at this 2<sup>nd</sup> Round Sealed Bid Auction conducted by B.A.E.S.S., INC. means that you (the "Bidder") have read, fully understood, and agreed to be bound by all of these **TERMS AND CONDITIONS FOR 2<sup>ND</sup> ROUND SEALED BID AUCTION**. Do not submit a bid if you do not agree to all of these **TERMS AND CONDITIONS FOR 2<sup>ND</sup> ROUND SEALED BID AUCTION**.

**BY SIGNING BELOW, I CERTIFY THAT I HAVE READ AND UNDERSTOOD ALL OF THESE TERMS AND CONDITIONS FOR 2<sup>ND</sup> ROUND SEALED BID AUCTION; AND I AGREE TO BE BOUND BY ALL OF THEM.**

\_\_\_\_\_  
BIDDER'S NAME (PRINT PLEASE)

\_\_\_\_\_  
PHONE #

\_\_\_\_\_  
BIDDER'S ADDRESS

\_\_\_\_\_  
BIDDER'S E-MAIL ADDRESS

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
DATE