



# TERMS & CONDITIONS OF AUCTION

**Please be sure to read the Terms and Conditions of Sale, Guide to Prospective Bidders, and related information presented on the following pages. The Auction Rules are designed to encourage and reward bidding. You will be at a disadvantage if you do not read them.**

1. This auction is presented by REA Group LLC d/b/a Robert Edward Auctions (hereinafter "Robert Edward Auctions," "REA," "Auctioneer," or "the company"). The auction is conducted under these Terms and Conditions of Auction and applicable state and local law.
2. Any person participating in or who registers for the auction agrees to be bound by and accepts these Terms and Conditions of Auction.
3. Bidding is scheduled to begin approximately Friday, October 6, 2017. (Bidding may open earlier if possible).
4. The final day of bidding for all Lots is Sunday, October 29, 2017. **Please note that the final day of bidding is moved to Sunday.** Initial bids may be placed at any time prior to 12:00 PM EDT on Sunday, October 29, 2017. The initial bids period of the auction will end at 12:00 PM EDT on October 29, 2017. We will continue to accept bids from qualified bidders after 12:00 PM EDT on all lots in the auction until approximately 15 minutes pass without either a phone or internet bid. **IF YOU HAVE NOT BID ON AN ITEM BEFORE 12:00 PM EDT, YOU CANNOT BID ON IT AFTER 12:00 PM EDT.** Based on past auctions, the bidding will continue for several hours utilizing this method. If the auction continues beyond 6:00 PM EDT on Sunday, October 29, 2017, Robert Edward Auctions reserves the right to close the auction, at its sole discretion, at any time. **The auction will not continue past 12:00 AM Midnight EDT (technically the morning of Monday, October 30, 2017) under any circumstances except for a complete service disruption or act of God.**

We recommend bidders leave maximum bids utilizing Robert Edward Auctions' "Honest Auto-Bid" system to avoid disappointment. There will be no warning as to exactly when we will close the auction after 6:00 PM EDT on Sunday, October 29, 2017. Robert Edward Auctions will make an attempt to send out a "Fair Warning" e-mail alerting bidders to the fact that bidding is slowing down, but this is not a guaranteed alert or one that should be interpreted as signaling a set amount of time remaining in the auction. When the auction is over, callers will be greeted with a message informing them that the auction is over, and a message will also appear on our website stating that all bidding is closed. **All lots remain open for bidding until the close of the entire auction. All lots are closed simultaneously. Technically items that have received only a single bid will be closed for bidding during the extended period since only one bidder would have qualified to participate in extended bidding (and cannot outbid himself); however, items without a bid entering extended bidding will remain open for interested bidders to open during the extended bidding period. In the event an item without a bid entering the extended bidding period receives a bid during extended bidding, it will be closed to new bidders immediately as is the case with all lots having received a single bid.**

5. All bidders must have a bidder number. Please note that anyone who has previously done business with Robert Edward Auctions within the last 30 years has a current Robert Edward Auctions bidder number. If you have received this catalog by mail, it is likely that you have already been approved and activated for bidding. Your bidder number can be found on the address label of the envelope or box in which this catalog was mailed. With this bidder number, you will be able to place bids by phone or go online to obtain your confidential password to allow for internet bidding by visiting [www.RobertEdwardAuctions.com](http://www.RobertEdwardAuctions.com) and following the instructions found there.
6. All new bidders must register online at [www.RobertEdwardAuctions.com](http://www.RobertEdwardAuctions.com) to obtain a bidder number prior to Friday, October 27, 2017. Once you receive a bidder number, this will be your bidder number for all future auctions conducted by Robert Edward Auctions.
7. All new registrants will need two hobby references. These references will be checked. First time bidders may be asked to sign and fax their initial bids to 908-226-9920. Robert Edward Auctions may, at its sole discretion, place a credit limit on bidders and/or request a good faith deposit be placed on account for the credit limit to be increased. We reserve the right in our sole discretion to refuse to register a bidder or to refuse to accept bids from anyone. All registrants must be 18 years or older (21 in some states).
8. Bids update in real time on our website, and in order to top the bid, you must conform to the next bidding increment. There are absolutely no exceptions to the minimum raise amounts. If you desire to place a straight bid at a level higher than the next minimum bid level, this is not prohibited, but it may only be entered with the approval and administration of Robert Edward Auctions. Placing a bid constitutes acceptance of the terms of sale as outlined herein.

Bidding increment table follows:

<b>Minimum Value</b>	<b>Maximum Value</b>	<b>Bid Increment</b>
from US \$ 0	to US \$ 499	US \$ 50
from US \$ 500	to US \$ 1999	US \$ 100
from US \$ 2000	to US \$ 4999	US \$ 250
from US \$ 5000	to US \$ 9999	US \$ 500
from US \$ 10000	to US \$ 19999	US \$ 1000
from US \$ 20000	to US \$ 49999	US \$ 2500
from US \$ 50000	to US \$ 99999	US \$ 5000
from US \$ 100000	to US \$ 499999	US \$ 10000
from US \$ 500000	to US \$ 999999	US \$ 50000
from US \$ 1000000	and above	US \$ 100000

9. Internet system-generated bid confirmation and outbid notices are always sent, but Robert Edward Auctions cannot guarantee that they will be received. An automated email notice may not be received for a number of reasons, including, but not limited to, the computer settings of recipients, which sometimes interpret system email as spam. We recommend that bidders do not rely exclusively on email outbid notices and actively check the status of your bids online at [www.RobertEdwardAuctions.com](http://www.RobertEdwardAuctions.com).

10. Each item in the auction is accompanied by an opening bid and estimated value range. The estimates are provided by Robert Edward Auctions in good faith, strictly as a service. It is explicitly stated that actual values may be higher or lower than the estimated value range provided. Select items may have a confidential reserve placed on them by the consignor. These items will be clearly designated as such on the individual item pages. Until such time that the confidential reserve is met, the item page will display "Reserve Not Met" directly underneath the current bid. Bidders may continue to bid on the item using all available bid increments. Once the confidential reserve is met, the status of the item will change to "Reserve Met" on the item page. Reserve amounts will not be disclosed, and Robert Edward Auctions will not place any bids on the item(s) against the reserve to stimulate bidding (further addressed in section 13 of these Terms and Conditions). Items with a confidential reserve may be accompanied by an estimated value. The confidential reserve will always be at a level lesser than or equal to this estimated value.

11. Offers to "top all other bids" are not accepted, but the placing of "Up To" or "Limit" bids is an option for bidders. When placing such a bid you are instructing the auction house to competitively bid on your behalf up to, but not exceeding, a given limit. The bidding system will automatically execute "Up To" bids instantly after a competing bid has been placed, and the system will do so as needed against a competing bid until the "Up To" limit is exceeded. "Up To" or "Limit" bids must be calculated in the proper bidding increments. "Up To" bids are kept in strictest of confidence. "Up To" bids may be placed by telephone or internet. Internet bidders placing "Up To" bids will be utilizing the "Honest Auto Bid TM" bidding system feature, which provides bidders with a 100% certainty that absolutely no one in the world, except the bidder, will be privy to the limit of your bid, or even that you have placed an "Up To" bid on a given lot. On the final day of bidding, we offer a call-back service for bidders who may not have access to the internet during the closing hours of the auction. If you are the high bidder on any item after 12:00 PM EDT on Sunday, October 29, 2017, you may request a "Call Back" on that item, and Robert Edward Auctions will call you if your bid is topped. You will be under no obligation to top the new high bid, but if you do not top the bid, the call back option will no longer be in place on your account. Every effort is made to reach bidders making call back requests. If a bidder is not at the number provided, we will leave a message, if given the option, but we will be unable to execute a bid without speaking to the bidder. We will make only one attempt to call. There is always the possibility of human or technical error. **The call back service is a non-guaranteed service.** Robert Edward Auctions reserves the right to suspend the call back service on lots with a current hammer price of \$2,000 or lower any time after 6:00 PM EDT on the final day of bidding.

12. **In accordance with the applicable government regulations, consignors may not bid on their own materials or have others secretly do this for them on their behalf. If any consignor violates the law (and REA's rules) by having a co-conspirator secretly bid on their items for them, it is without REA's consent, and if detected and confirmed will be reported to law enforcement.**

13. **There is no circumstance under which Robert Edward Auctions may execute bids on its own "house account," thereby unfairly competing with bidders. In fact, to be clear, Robert Edward Auctions does not even have a "house account," unlike many other auctions. Under no circumstance may any executive or employee of Robert Edward Auctions place bids in the auction for their personal accounts.** Executives and employees of Robert Edward Auctions may consign their personal property to the auction. Any and all lots consigned from the personal collections of any executive or employee of Robert Edward Auctions (or any relative of any executive or employee or relevant service provider employee) will be fully disclosed in this section. In this auction, employees have consigned sixteen lots from their personal collections: #16, 623, 643, 814, 816, 1184, 1299, 1507, 1562, 2021, 2022, 2030, 2303, 2577, 2648, and 2700. All bidding records are archived, as always, indefinitely, and will forever be available for auditing purposes, if necessary.

14. **As a courtesy to bidders, REA will be paying for all packing, shipping, and insurance charges for winning bidders, provided payment is received within 14 days in accordance with section 26 of these terms and conditions, with the following exceptions:** 1) International shipments. If you are shipping to an address outside of the United States, you must pay all packing, shipping, and insurance charges. If you are an international bidder who desires to have your item shipped to a US address, we will gladly do this for you and offer free shipping where applicable. 2) Unusually

large or heavy items inherently requiring significant special packing, crating, and shipping (such as stadium seats and large photographic displays). These lots are clearly identified in their respective descriptions as requiring special packing and shipping charges. Winners of these lots will be billed for packing, shipping, and insurance charges with a separate shipping invoice (to allow us to communicate with winners to be responsive to their shipping preferences).

**15.** New Jersey residents must pay 6.875% state sales tax or have valid resale certificate.

**16.** A 20% buyer's premium will be added to all winning bids. For example, should you win a lot for \$1,000; your actual cost will be \$1,200 (plus postage, insurance and tax, if applicable).

**17. Grading, condition, authenticity, and warranty of lots:** There is a subjectivity to grading – especially the grading of cards. Every effort is made to verify the condition of each lot as it is described. We do not accept material for auction without careful scrutiny by not only ourselves, but, when necessary, by other leading authenticators. We cannot guarantee that every card described by us will in all cases receive exactly the same grade, or even be accepted for grading, by any third-party grading service. Similarly, we cannot guarantee that every card graded by one third-party grading service will in all cases receive exactly the same grade by another third-party grading service. Robert Edward Auctions submits many cards for professional grading each auction. Occasionally a lot description will include the words “we have submitted,” which is intended to be taken literally and give bidders great confidence that REA has not “done anything” to the cards to alter or otherwise improve their appearance and ultimate grade. No warranty, whether expressed or implied, is made with respect to any grade, condition, or other adjectival descriptions, which can and do vary, even among experts. Robert Edward Auctions utilizes a third-party authentication process for some bats, jerseys, and gloves, many cards, and all autographed items. In placing a bid on such items, the encapsulation, documentation, and/or letters supporting the opinion of authenticity that are noted in the description are explicitly deemed acceptable to the bidder. There will always be experts that will have differing opinions. In many cases more than one authentication service has reviewed a given item. In a select few instances, authenticators may disagree on the authenticity of an item, and in any case where Robert Edward Auction is aware of a disagreement, it will be noted in the description. Due to time constraints associated with the catalog production schedule and individual authenticators' schedules, not all autographed items in this auction were able to be reviewed by every authenticator contracted by REA. The absence of a LOA or pre-certification from a specific authenticator on any given lot should not at all be interpreted as a failure by that authenticator to approve the autographs contained within that lot. Rather, all applicable authentication information is available on each specific lot. If any bidder should desire REA to show an item or group of items to his or her authenticator of choice, every effort will be made to accommodate such a request prior to the close of the auction. Robert Edward Auctions does not warrant authenticity of any material that is accompanied by a Letter of Authenticity, or its equivalent, from an independent third-party authentication provider. The bidder shall solely rely upon the warranties of the authentication provider issuing the Letter or opinion, or on the warranties of the authentication provider of the bidder's choice. **All autograph authentication letters are Auction Letters of Authenticity (LOA) as opposed to Full Letters of Authenticity (LOA) unless otherwise noted.** For information as to the authentication provider's warranties and policies, the bidder is directed to: James Spence Authentication, LLC, 2 Sylvan Way, Suite 102, Parsippany, NJ 07054, 973-898-1300; Professional Sports Authenticator (PSA and PSA/DNA), 700 East Alton Ave, Santa Ana, CA. 92705, 800-325-1121; Sportscard Guaranty LLC (SGC and SGC Authentic), 951 Yamato Road, Suite 110, Boca Raton, FL 33431, 800-SGC-9212; Beckett Grading Service and Beckett Authentication Service, 4635 McEwen Road, Dallas, TX 75244; MEARS, 1234 East Manitoba St., South Milwaukee, WI 53172; or as otherwise noted by the letters of authenticity by other authenticators accompanying auction lots. Auctioneer offers no opinion as to the validity of a grade assigned by any third-party grading service. Since we cannot examine encapsulated cards outside of their holders, they are sold “as is.” Auctioneer shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated collectible. In any such instance, purchaser's remedy, if any, shall be solely against the certification service certifying the collectible. Robert Edward Auctions is not bound by the opinions of any authenticators, grading services, or experts, nor do the rules governing auctions in any of the publications in which we may advertise hold precedence over Robert Edward Auctions' stated auction rules, terms and conditions.

**17A. Grading of Framed Items:** As always in the past, grading of framed items is presented based on the appearance of the item in the frame. All items that are framed, unless otherwise noted, have not been examined out of their frames. There is always the possibility that a framed item has a condition issue that is not apparent. All framed items are sold as is, and the condition of the frame is not taken into account, but if a bidder is particularly concerned about a framed item, we will attempt to address the concern when contacted and if practical.

**18. Large Autograph Group Disclaimer:** When dealing with a single individual auction lot containing many hundreds or thousands of autographed items, these lots are offered with the explicit understanding that it is possible that there may be an extremely small percentage which are not authentic. A team of authenticators worked to process the autographed items presented in this auction. When authenticating large lots, such as a collection of 6,000+ signed 3 x 5 cards, or a set of 700+ signed baseball cards, great care has been taken in the authentication process, with all the greater attention focused on any items representing a concentration of value, but it is always possible that on rare occasions a secretarial or stamped signature could be missed here or there. Without this disclaimer, as a practical matter, it would not be possible for Robert Edward Auctions to offer such lots at all. All bidders bidding on such lots do so with this understanding.

**19.** All card grading service Population Report information provided in descriptions is as of when the lot was written; it is therefore possible that, in isolated cases, cited Population Report information may not take into account very recently graded cards. All price guide information provided in descriptions is as of when the lot was written; it is therefore possible that very recent price guide changes, such as those made regularly to Sports Market Report (“SMR”), will not be reflected. All measurements are approximate.

**20. Grading of Autographs:** Autographs are graded for boldness and overall quality on a scale of “1 to 10,” with “1” being the lowest quality and “10” being the highest quality. These grades appear in the text of autographed lots, usually in parentheses immediately following the signature name in quotes. These grades are subjective. They are provided as a casual opinion, for the purpose of communicating the quality of signatures, and are not presented as the product of a rigorous scientific process. We have never had a single complaint regarding signature grades, but we wish to be clear that we cannot guarantee that every signature graded by REA will receive exactly the same grade by any individual or third-party grading service.

**21.** Complete pre-auction viewing and telephone consultation services are available and encouraged. If necessary, special arrangements can be made to provide enlarged photos or scans by email. All lots are available for inspection by special appointment only. Final viewing is Thursday, October 26, 2017. Consultants are available to provide detailed descriptions by phone prior to the final auction closing date.

**22. No retractions of bids are permitted. Once a bid has been placed, it may not be retracted.**

**23. ALL SALES ARE FINAL.** No returns are accepted.

**24.** In no event will the liability of Robert Edward Auctions exceed the purchase price paid for any lot.

**25.** Robert Edward Auctions reserves the right to postpone or delay the auction, for a reasonable period of time, due to any significant, relevant event, which in the sole discretion of the auctioneer, makes it inadvisable to hold the auction as scheduled, without recourse from any bidder or prospective bidder.

**26.** Payment is due within 14 days of notification of lots won. **Notification and invoices will be sent by email. (Note: We will no longer be sending hard copies of invoices by mail unless requested).** Notification and invoices may also be sent by mail, telephone, fax, or any combination of these communications. In addition to being sent invoices by email, Internet bidders may access their complete invoices (including shipping and insurance) online within 24 hours of the auction close by logging on and clicking “accounts” on the navigation bar. This ability will constitute notification of payments due for all Internet bidders. Please call to prearrange any other type of payment schedule, which if desired must be requested prior to bidding, and approved by Robert Edward Auctions in writing. Any bidder who has not paid in full within 14 days of notification without having made prior arrangements for late payment may have future bidding privileges revoked. We accept personal checks. Checks may be held until funds are collected which can take 5-10 business days. We also accept cashier’s checks, certified checks, money orders, or wire transfers. These forms of payment are registered immediately and shipment of items occurs as soon as possible, usually within several days. **No credit cards accepted.** Winning bidders who do not remit payment within 14 days of notification of a successful bid will be responsible for shipping and insurance charges, which would otherwise be free.

**27.** Title to any lot remains with the consignor or Robert Edward Auctions and shall not pass to the successful bidder until the lot is paid for in full.

**28.** If a winning bidder does not honor his or her bid with payment in full per the auction rules, then it is agreed that Robert Edward Auctions is entitled to a payment of \$10 per day per lot from the non-paying winning bidder for storage and insurance of the unpaid lots until the matter is resolved, and that Robert Edward Auctions may, in addition to asserting all remedies available by law, at its sole discretion i) sell the given item(s) to an underbidder (without notice to the non-paying bidder), or ii) reoffer the given lot(s) in a future auction, or iii) hold the defaulting buyer liable for the entire purchase price. In either case, it is explicitly agreed that the non-paying winning bidder will be responsible for any and all losses incurred, and also be responsible for all service charges and/or commissions related to the subsequent sale by Robert Edward Auctions in the sale or auction of the said lot(s), and also be responsible for all interest charges at the rate of 1.5% per month on all outstanding balances until paid in full. Whether sold to an underbidder or reoffered at auction, the service charges or commissions on lots sold due to non-payment will be computed as if Robert Edward Auctions had sold the given item at auction, collecting a 10% commission from the seller and its standard 20% buyer’s premium from the buyer. To be clear, if a buyer should fail to honor his or her winning bid(s), and REA sells the given lot(s) to another buyer, the nonpaying winning bidder will be responsible for all of REA’s commissions, both the seller’s fee and the buyer’s premium, that would have been associated with the sale, had the nonpaying bidder honored his or her invoice, plus any difference in price between the not honored sales price and the subsequent sale price (plus interest, storage, and all of REA’s reasonable legal expenses in collection, if necessary). For example, if a bidder were to win a given lot for \$12,000 (hammer price of \$10,000 plus 20% buyer’s premium) and refuse to honor his or her winning bid per the auction’s terms and conditions, Robert Edward Auctions might sell the lot for \$10,800 to mitigate its damages. (This sum is the equivalent of a hammer price of \$9,000 plus 20% buyer’s premium). In such a case, the non-paying bidder agrees they would owe Robert Edward Auctions the sum of \$3,900 plus interest computed at the rate of 1.5% per month on all outstanding balances. The \$3,900 is computed as the difference between the original selling price of \$12,000 and \$8,100, with the \$8,100 figure representing the consignor proceeds that would normally be generated by the subsequent sale of a lot sold at a hammer price of \$9,000 by Robert Edward Auctions. In other words, if Robert Edward Auctions, at its sole discretion, mitigates its damages caused by a non-paying winning bidder by selling a given item elsewhere, at auction or by private treaty, Robert Edward Auctions will be compensated for these additional services by the nonpaying bidder. As such, a non-paying winning bidder will owe not just the difference between the amount due and the subsequent selling price, but also the additional commission expenses customarily charged by Robert Edward Auctions for its services. In such a case, if the subsequent mitigating sale is executed by private treaty, it is explicitly agreed that the non-paying bidder will be responsible for both the buyer’s and seller’s fees associated with the subsequent sale. Furthermore, the non-paying bidder explicitly agrees to pay

any and all costs of collection, including but not limited to reasonable attorney's fees, incurred by Robert Edward Auctions in the collection of the entire purchase price, or the collection of losses incurred due to non-payment, and/or the collection of service charges, and/or the collection of commissions owed by the non-paying winning bidder resulting from non-payment. Non-paying bidders will have future bidding privileges revoked and will have their names circulated within the auction community as non-paying bidders so as to protect other auction houses and the auction process. (In our last auction, the following individuals failed to pay for their Items: Cole Bartiromo, Charles Capone, Vincent Mirabal, Ashwin Sastry, Johnnie Viselle, and Dennis Waller.) Such strict terms are explicitly designed to protect Robert Edward Auctions from all losses potentially incurred as a result of non-paying winning bidders. These terms also protect the interests of consignors and the interests of all legitimate bidders.

**29.** Any person participating in or who registers for the auction agrees to be bound by and accepts these Terms and Conditions of Auction. If an entity places a bid, then the person executing the bid on behalf of the entity agrees to jointly and personally guarantee payment for any successful bid.

**30.** Robert Edward Auctions disclaims all liability for damages, consequential or otherwise, arising of or in connection with the sale of any property by Auctioneer to Bidder. No third party may rely on any benefit of these Terms and Conditions, and any rights established under the Terms and Conditions are personal to the Bidder and may not be assigned. Any statement made by the Auctioneer is a statement of opinion and does not constitute a warranty or representation. No employee of Robert Edward Auctions may alter these Terms and Conditions, and, unless authorized and signed by a principal of Robert Edward Auctions, any alteration is null and void.

**31.** Placing a bid constitutes express acceptance of all terms and provisions contained in these Conditions of Sale. In the event of a dispute regarding payment for lots, as detailed in Section 28 of the Terms and Conditions (above), the bidder agrees to pay all of the auctioneer's reasonable attorney's fees and cost involved in collection of funds, plus 1.5% interest per month on any unpaid balance, accruing from the original due date, until the date all balances are paid. The exclusive jurisdiction for all litigation shall be in the State of New Jersey, County of Morris, or the United States District Court for the District of New Jersey at the discretion of the auctioneer. Bidder hereby consents to the application of the law of the state of New Jersey in interpreting any issues arising out of its relationship with Robert Edward Auctions. Each term and provision of these Conditions of Sale shall be construed as separate and distinct. In the event that any such term or provision shall be held whole by a court of competent jurisdiction to be invalid, in whole or in part, the remaining terms and provisions shall survive and be binding on both parties.

#### **A WORD ABOUT "HONEST AUTO BID™":**

We have long admired the inherent security provided by eBay with reference to the privacy of "Up To" or "Limit Bids." Robert Edward Auctions has gone to the trouble and considerable expense of commissioning the design of this application, for our bidders use, by Create Auction LLC., one of the world's leading independent auction software development and service providers. To emphasize the distinction between this Left Bid service and that provided by others, we have named this bidding option "Honest Auto Bid™." **This system allows bidders to place bids with a 100% certainty that absolutely no one in the world, except the bidder, is privy to the limit of your bid, or even that you have placed an "Up To" bid on a given lot.** Not our bid department. Not our telephone operators. No one - not even the President of Robert Edward Auctions. There is no one to potentially reveal details about your bids or bidding limits. No one to potentially be tempted by conflicts, fraud, or poor judgment. Absolutely NO potential for leaks or improper handling of bidding information on the part of even a single auction house employee. Bidders can now enjoy the ability to bid with an absolute privacy and certainty that no one – unless you choose to tell someone – will know that you have placed a limit bid, or the maximum limit of your bid (should you decide to leave a bid limit greater than the next bidding increment.) This application provides for bidders an option for security and privacy in the bidding process which, outside of an eBay "private format" auction, to the best of our knowledge, previously simply did not exist. Bidders in many auctions are under the false impression that the privacy of their bids is secure. **At Robert Edward Auctions, all bids are secure and 100% private, known only to the bidder.**

In 2005 Honest Auto Bid was profiled in Auctioneer Magazine, the official publication of the National Auctioneers Association, and in the article all auction houses were invited to inquire about the possibility of adopting Honest Auto Bid, just as we do on our site and in all of our literature. Not a single auction house has yet inquired (though many individuals have). As always, we invite any and all bidders, members of the media, as well as other auction houses potentially interested in adopting these systems, to contact us to verify and receive a demonstration of the 100% guaranteed security of this significant, and in our opinion, revolutionary bidding system feature.

We hope you enjoy the auction. Thank you and Good Luck!

**End of Terms and Conditions**