WASHINGTON PROJECT FOR THE ARTS COLLECTORS' NIGHT 2025 BENEFIT AUCTION

HOW TO BID + PURCHASE ARTWORKS

WPA's benefit auction offers a rare opportunity to purchase artwork for your home or office while directly supporting artists and WPA. The auction will be held online <u>on Artsy</u>, opening 12:00pm on April 18 and closing May 2, 2025 at 12:00pm, with Lots closing in 1-minute increments.

REGISTER TO BID

To place bids on Artsy, the first step is to create an account at artsy.net (click the "Sign Up" button). Then you must register for this auction, which you can do several days in advance of the sale opening, or at any point during the sale period. When the auction is open for registration, it will appear in the "Upcoming Auctions" section on artsy.net/auctions. Note that your registration may take 24 hours to process before you can place any bids. When the auction is live and open for bidding at 12:00pm on April 18, it will appear in the "Current Auctions" section.

BROWSING THE SALE & MAKING INQUIRIES

Use your web browser or the Artsy app to view Lots in the auction. When you see a Lot you would like to bid on or learn more about, you can view more information by clicking the thumbnail image. You can click "Ask a Specialist" for any additional questions for Artsy, or you can contact WPA directly by emailing Emily Fussner (efussner@wpadc.org).

PLACING A BID

You can bid in two ways: 1) enter a bid that is higher than the existing bid, or 2) place a maximum bid and allow the system to bid on your behalf (in predetermined increments) up to your maximum bid amount. Setting up a maximum bid may be useful if you will be busy during the cascade closing period starting at 12:00pm on Friday, May 2, and want to ensure you do not miss bidding on your desired artworks. Please note that maximum bid amounts are only executed if there is a competing bidder up to that amount.

CASCADE & POPCORN BIDDING

This auction uses Cascade Bidding, in which Artsy closes each Lot in 1-minute intervals to allow bidders to fully focus on a specific Lot without missing out on others. Each Lot closes individually starting at 12:00pm, so please refer to the specific Lot's countdown timer listed on its page. Should a bid be placed within 2 minutes of the Lot closing, Popcorn Bidding extends each Lot's closing time by 2 minutes—allowing bidders enough time to counter back should they wish to continue bidding. The highest bidder will win the Lot after the final Popcorn Bidding extension expires as noted on the countdown timer. Popcorn and Cascade bidding are available on desktop and with the latest version of the Artsy app. Details here.

WINNING BIDDER NOTIFICATION & PAYMENT

The bidder with the highest bid when the sale ends is the purchaser of the artwork. Note that Artsy will not take payment, but will notify you of your winning bid using the email associated with your Artsy account. WPA staff will contact you via email by Monday, May 5, 2025 to confirm the artwork(s) you have won and to process payment.

SALES TAX

WPA will charge sales tax on purchases made to all DC residents. Sales tax will also be charged to non-residents picking up artwork from either the venue location or WPA. The sales tax rate is 6%. Buyers requesting sales tax to be waived must provide documentation of tax exemption prior to processing. Regulation 402.3 of the District of Columbia Code provides that the gross receipts for the sale of items acquired by a semi-public or social organization for the purpose of resale at a planned function are subject to the 6% sales tax.

BUYERS PREMIUM

New this year, Artsy has moved to a standard process for Partner Benefit Auctions in which each buyer pays a Buyer's Premium of 15% of the final sales price. WPA will charge buyers the 15% Buyer's Premium in the artwork sale invoice, and then remit it to Artsy.

ARTWORK SHIPPING & DELIVERY

When WPA staff contacts you for payment, they will ask you to confirm how you would like to get your artwork: 1) pick up at the Collectors' Night venue; 2) local delivery (in DC or within 10 miles of the city) for a flat-fee of \$100; or 3) shipping to a non-local address for an additional fee. The shipping fee is listed on each Lot page. Shipping is not calculated by the recipient's address, but will fall into one of three flat-rate categories depending on the size, weight, and material of the artwork, and must be paid before the artwork can be released. Pickup, delivery, and shipping timelines will be communicated at the time of payment. WPA will make every effort to unite you with your artwork within 14 days of receiving payment.

PURCHASING ARTWORK AFTER THE AUCTION CLOSES

Unsold artwork may be available, at the discretion of the artist, for purchase through WPA after the auction ends, until 5:00pm on Wednesday, May 7, 2025. Please contact Emily Fussner (efussner@wpadc.org) for more information.

AUCTION TERMS & CONDITIONS

The following terms & conditions are provided to you courtesy of Washington Project for the Arts (WPA). These are in addition to the Artsy Conditions of Sale, available for review on the Artsy website at artsy.net/conditions-of-sale.

The property offered in this sale will be offered and sold by WPA via Artsy from 12:00pm April 18, 2025 until each lot's final closing time starting at 12:00pm May 2, 2025.

- 1. Artwork cataloging information in the printed catalog is subject to change. The artwork listing on the Artsy page will be considered the final and correct version.
- 2. (a) WPA does not assume 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 of origin, as the case may be, with which the creation of any property is identified). (b) ALL PROPERTY IS SOLD "AS IS" AND WPA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, AND IN NO EVENT SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ANY CATALOG, BID SHEETS, 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 made at the sale, in any bill of sale invoice or elsewhere, shall be deemed such a representation or warranty of any assumption of liability. WPA makes no representation or warranty; expressed or implied, as to whether the purchaser acquires any reproduction rights in the property.
- 3. Any property may be withdrawn by WPA at any time before the actual sale without any liability therefore.
- 4. At the closing of the auction on May 2, 2025, and the documentation of the highest bid by Artsy, 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 WPA may require. If WPA is unable to unite you with your purchases through no fault of its own within 30 days of the purchase, the artwork may be sent by WPA at the expense of the purchaser to a public warehouse and such additional 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 WPA by law, including, without limitation, the right to hold the purchaser liable for the bid price, WPA 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.
- 5. Any checks should be payable to Washington Project for the Arts.
- 6. These Conditions of Sale, as well as the purchaser's and WPA's respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of the District of Columbia. By bidding in this auction, whether in person or by agent, absentee bid, telephone, or other means, the purchaser shall be deemed to have consented to the exclusive jurisdiction of the state and federal courts sitting in the District of Columbia.