

## ABSENTEE BID FORM

aperture foundation sixtieth anniversary gala dinner & auction  
tuesday, october 23, at gotham hall, 1356 broadway, new york, NY 10018

To participate in the absentee bidding, please fax this completed form to (212) 979-7759  
by TUESDAY, OCTOBER 23, 2012, 12:00 p.m. EST.

### absentee bidder information

Please bid on my behalf at the above sale for the following work(s) up to the hammer price(s) mentioned below as permitted by other bids or reserves and in an amount up to, but not exceeding, the specified amount. I agree to be bound by the Conditions of Sale included with this form.

bidder name billing address apt./suite

daytime phone mobile/evening phone city, state/province zip/postal code country

fax number e-mail

### payment information

☐ credit card ☐ check (payable to Aperture Foundation)

credit card type (circle one)

mo. yr.

AmEx Visa MasterCard

expiration date

credit card number name on credit card

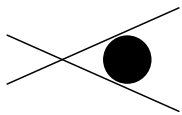
signature date

### absentee bid(s)

A volunteer auction professional will bid on your behalf in the bidding increments specified on the bid sheet or determined by the auctioneer, in the case of Live Auction works, up to your maximum bid.

| lot number | artist | title | opening bid | maximum bid |
|------------|--------|-------|-------------|-------------|
|            |        |       |             |             |
|            |        |       |             |             |
|            |        |       |             |             |
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|            |        |       |             |             |

☐ Yes, I would like to participate in the **Sixtieth Anniversary Auction RAFFLE: Robert Capa, Pablo Picasso and Françoise Gilot, Golfe-Juan, France, 1948**. I would like to purchase \_\_\_\_\_ raffle tickets at \$100 each, and have provided my payment information above. This raffle donation is non-refundable.

**conditions of sale**

The property offered in this sale will be offered and sold by Aperture Foundation ("Aperture"). Any questions should be directed to Aperture and not to Swann Galleries, Inc. ("Swann Galleries"), which serves merely as auctioneer for Aperture in conducting the auction sale and participates on the following terms and conditions, 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 Swann Galleries nor Aperture 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, 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 SWANN GALLERIES NOR APERTURE 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 CATALOG 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 or any assumption of liability. Neither Swann Galleries nor Aperture 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 withdrawn by Swann Galleries or Aperture at any time before the actual sale without any liability therefor.
3. Swann Galleries and Aperture 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, Aperture'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 the glass covering prints), (b) will sign a confirmation of purchase thereof, and (c) will pay the full purchase price therefor or such part as Aperture may require. All property shall be removed from Aperture's premises by the purchaser at his/her expense no later than three days following its sale and, if not so removed, will be sent by Aperture at the expense of the purchaser to a public warehouse for the account, risk, and expense of 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 Aperture by law, including, without limitation, the right to hold the purchaser liable for the bid price, Aperture 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. Any checks should be payable to Aperture Foundation and not to Swann Galleries.
7. (a) In the case of order bids or bids transmitted by telephone, Swann Galleries and Aperture are not responsible for any errors or omissions in connection to such bids. (b) All lots marked with [ ] are offered for sale subject to a reserve, which is the confidential minimum price below which such lot will not be sold. Swann Galleries may implement such reserve by bidding up to the reserve on behalf of Aperture

The signature below verifies that the buyer has read and agrees to the above Conditions of Sale.

buyer's signature

date