

Mission Statement

At Folk Art Auctions, LLC (hereinafter "Folk Art Auctions") our mission is to connect passionate collectors with exceptional works of art. We are dedicated to curating a diverse and accessible marketplace for folk art. With a commitment to transparency, expertise, and a deep respect for art, we aim to be a trusted platform that brings together art enthusiasts, promotes cultural heritage, and ensures the enduring legacy of folk art for generations to come.

It is the intention of Folk Art Auctions to accommodate the particular needs of its clients. Folk Art Auctions realizes that customer satisfaction is very important. Please do not hesitate to Call or Email with any problems or questions that may arise. Please keep in mind that Folk Art Auctions is dedicated to the promotion of folk art through our auction company. As part of our commitment to preserving and sharing folk art, we have future plans to establish a gallery and museum that will serve as a platform for the appreciation and exploration of this cherished artistic tradition.

Buyer Terms & Conditions Agreement

1. BUYER'S PREMIUM. In addition to the Sales Price, the successful bidder agrees to pay Folk Art Auctions a buyer's premium on the hammer price of each lot sold.

25% - LiveAuctioneers and Phone Bids

20% - Absentee Bids through Folk Art Auctions

2. PAYMENT TERMS. ALL SALES ARE FINAL. Folk Art Auctions accepts PERSONAL CHECKS, CASHIERS CHECKS, BANK TRANSFERS, AND CREDIT CARDS (VISA, MASTERCARD, DISCOVER). International purchases must be paid for by WIRE TRANSFER. Folk Art Auctions reserves the right to hold items purchased by personal check until the check has cleared the bank. All payments must be received within five (5) business days once the invoice is sent. If you have not contacted Folk Art Auctions to arrange payment within five (5) business days, the credit card on file will be charged. Credit card fees are waived if paid within (5) business days. Buyer's with an outstanding balance after ten (10) days from the close of the auction will be charged a ten percent (10%) late fee on the Sales Price and will be charged a four percent (4%) credit card processing fee. If you believe your payment is not going to be made prior to five (5) business days (example: CHECK in mail) then please contact Folk Art Auctions via email. If payment is not made, the Buyer agrees to pay all reasonable attorney fees and costs incurred by Folk Art Auctions in the collection of funds. The Buyer also agrees that a fee of 5% per month is added to the balance of any unpaid balance due to Folk Art Auctions and any other costs or losses incurred by the Buyer's failure to adhere to these terms.

3. CREDIT CARD CHARGEBACK WAIVER: By accepting the Terms & Conditions of Folk Art Auctions, the Bidder/Purchaser (You) paying by credit card has hereby waived their right to any and all credit card recourse, chargebacks, or Credit Card Company's refund terms, and accepts the Terms & Conditions of Folk Art Auctions including written, posted, & announced during Auction. Buyer agrees that such you will not, under any circumstances, initiate a credit card chargeback with respect to any purchases and/or shipping at the Auction you further agree that if, in violation of these Terms and Conditions, a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of your agreement not to initiate a credit card chargeback; and you acknowledge and agree that on the presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, you initiate a credit card chargeback, even if successful, you will remain liable for all purchases made at the Auction, and you will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or any Seller(s) in challenging the credit card chargeback and in collecting payment. Your agreement not to initiate a credit card chargeback is a condition to your Registration as a Bidder, and for the privilege of bidding at the Auction, and is being made as an inducement for Auctioneer to accept your Registration and to permit you to bid at the Auction. Auctioneer is relying on your agreement not to initiate a credit card chargeback in accepting Your Bidder Registration and in permitting you to bid at the Auction. Bidder hereby accepts this Registration and the Terms herein including all Bidder responsibilities of inspection and that all Property is being sold **AS-IS/WHERE-IS** (caveat emptor).

4. TAXES. Items purchased from Folk Art Auctions are subject to all state and local sales taxes, unless appropriate tax-exempt forms are filed.

5. BIDDING. In order to bid, bidder must have a valid credit card on file with either LiveAuctioneers or Folk Art Auctions. Folk Art Auctions will accept online bidding, absentee bidding, and limited phone bidding. Absentee bids are executed competitively and confidentially. In the case of identical absentee bids, the bid received first will prevail. Absentee bidding is offered as a convenience and Folk Art Auctions will not be responsible for any errors or failures to properly execute the bids. Bidding on any lot is acceptance by bidder of these Terms and Conditions and any and all other terms announced at the time of sale. These Terms and Conditions constitute the entire agreement between bidder and Folk Art Auctions and supersede all prior agreements between them, if any. On the fall of the auctioneer's hammer, ownership of the offered lot will pass to the highest bidder acknowledged by the auctioneer, and as such the bidder assumes full risk and responsibility and agrees to pay the full purchase price of the item(s).

6. RESERVES. The Auctioneer, acting solely as agent for the Seller, reserves the right to place bids on behalf of the Seller up to the amount of the reserve price. The reserve price is the confidential minimum acceptable price established by the Seller prior to the auction. If bidding does not reach the reserve price, the Auctioneer may place bids, on behalf of the Seller, in order to protect the Seller's interest. Once the reserve price is met, the Auctioneer will cease bidding for the Seller, and the lot shall be awarded to the highest bona fide bidder. By registering and participating in the auction, all bidders acknowledge and agree that the Auctioneer may exercise this right, and that such bidding is lawful and customary within the auction industry. Lots that contain a reserve price will be noted in the auction listing.

7. ITEM CONDITION & DESCRIPTIONS. Folk Art Auctions has put forth every effort in preparing for this auction to provide accurate descriptions of all items. All property is sold "as-is" and it is the bidder's responsibility to determine the exact condition of each item. Printed statements and descriptions are provided in good faith and are matters of opinion. Absolutely NO refunds will be offered. Folk Art Auctions reserves the right to add or remove images and descriptions at any time to more accurately describe the item. The absence of a condition report does not imply the lot is without defects.

8. SUGGESTED BID INCREMENTS.

\$0 - \$500:	\$25 increments
\$500 - \$1,000:	\$50 increments
\$1,000 and above:	minimum of \$100 increments.



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9. AUCTIONEER'S DISCRETION. The auctioneer has the sole discretion to advance the bidding and may reject a nominal advance, should it in his sole discretion prove injurious to the auction. The auctioneer shall be the final judge in all bidding disputes and shall name a bidder as the purchaser and has the sole right to reopen the bidding of an item if deemed necessary due to a dispute. Folk Art Auctions shall not be held responsible for any missed bids or bids unseen by the auctioneer. The auction company reserves the right to refuse service or decline registration to any person. All announcements made on the day of auction take priority over all written, verbal, or electronic statements.

10. SHIPPING AND PICKUP. Invoices must be paid in full in order for any lot(s) to be shipped. Folk Art Auctions offers in-house shipping on most items. If an item is listed as "Buyer Responsible" then the Buyer will be responsible to coordinate shipping of the item. Folk Art Auctions will try our best to work with you to figure out how to effectively get you the item. At this time, Folk Art Auctions will not charge a storage fee for items not picked up. We hope that since you bought the item(s) that you will actually want the item(s) and schedule pickup or pay for shipping. If the item(s) is not picked up within ninety (90) days of the auction and if all communication with bidder has failed, Folk Art Auctions reserves the right to reclaim ownership of the item. Pickup is by appointment only. Additional shipping insurance is available. Folk Art Auctions will not be held liable for damages incurred during shipment.

11. DISPUTE RESOLUTION. Folk Art Auctions is committed to addressing concerns in a transparent and equitable manner, providing all parties with the opportunity to voice their perspectives and reach a mutually satisfactory resolution. Our goal is to maintain the integrity and trustworthiness of our actions, upholding the highest standards of professionalism and customer satisfaction. If a dispute should arise, it must be brought to Folk Art Auctions' attention within five (5) days after possession of the item(s) or within five (5) business days after the invoice is received, whichever is sooner.

12. GOVERNING LAW. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to the conflict of laws provisions thereof. The parties agree that any dispute arising out of the terms and conditions of this agreement will be brought exclusively before a state court of competent jurisdiction located in Bibb County, Georgia. The parties hereby consent to the jurisdiction of such court and waive any objection based on lack of personal jurisdiction or inconvenience forum. This agreement shall be binding upon the parties, their respective heirs, executors, administrators, successors, agents, and assigns. This agreement may only be changed in writing signed by both parties. This Agreement represents the entire agreement between the parties and supersedes all prior discussions, negotiations, and understandings, whether oral or written.