



## Terms and Conditions of Sale

The Sonoma County Barrel Auction is produced by Sonoma County Vintners, a nonprofit organization committed to promoting the wines and wineries of Sonoma County. Since 1946 the association has focused on building awareness of its diverse appellations and the resulting distinctive wines.

1. These Terms and Conditions of Sale as amended by addendum or oral announcements during the sale constitute the entire Terms and Conditions of Seller with respect to the sale and purchase of wines listed herein. By bidding, the bidder agrees to be bound by these Terms and Conditions of Sale. No representative or employee of Seller shall have the right to waive or modify any of the Terms and Conditions set forth herein, except that the Seller's authorized representative may do so by general announcement at the Auction.
2. Admission to the Sonoma County Barrel Auction will be to licensed members of the trade and their guests, each of whom must be registered. All bidders must be licensed members of the wine trade who have registered as a bidder and received a numbered paddle. All participants must be at least 21 years of age, with valid identification. Sonoma County Vintners reserves the right to refuse admission to, or excuse attendance from, any or all Auction events.
3. The Auctioneer, John Curley Auctions (JCA) is the agent for Sonoma County Vintners (SCV or Seller).
4. Neither Sonoma County Barrel Auction, nor SCV, nor JCA, assumes any risk, liability or responsibility for the authenticity, value or authorship of any property identified in this catalog.

## Bidding and Sales

1. Bidding in person at the Auction will be by numbered paddle issued to registered bidders only. A bid is entered by raising your numbered bid card and being acknowledged by the auctioneer. Absentee bidders will be represented by a proxy who will bid on their behalf. Bids, once made, may not be withdrawn. No bid shall be valid unless acknowledged by the Auctioneer. Bids will be accepted only from registered bidders. This includes absentee bids.
2. The starting bid for each lot will be at the discretion of the Auctioneer.
3. Bids will be made on the purchase price for the total lot. Cost of shipping, insurance and any applicable taxes are not included.
4. Seller shall have the right to reject any bid at any time prior to the fall of the hammer.
5. The Auctioneer shall have the right to withdraw a lot or reject a bid in its discretion at any time prior to the fall of the hammer for the lot in question. Should a dispute arise between bidders, the Auctioneer shall have the right to resolve the dispute, re-offer the lot or withdraw the lot in question.
6. The Auctioneer is not responsible for errors in bidding by any participant. Please double check your catalog to ensure bidding on the correct items.

7. The highest bid of record for each lot when the bidding is closed will be recorded as the purchaser of the lot ("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 re-offer and resell the article in dispute. If any dispute arises after the sale, Sonoma County Barrel Auction sale records shall be conclusive in all respects. Video recording of the auction will constitute the final record of the sale of all auction lots.
8. Purchasers will be required to sign bid sheets to confirm their bid during the auction. All sales are final. There are no refunds. Purchaser warrants that he/she will pay the full purchase price no later than May 31, 2019. Seller's sole liability for non-delivery shall be limited to refund of the purchase price.
9. All property is sold "as is" and neither Sonoma County Barrel Auction, SCV, nor JCA makes any representations or warranties of any kind or nature, expressed or implied of any item. No statement in the catalog or made at the sale, or elsewhere, shall be deemed such a representation, warranty, or an assumption of liability. Prospective bidders, by so bidding, acknowledge that they have inspected the wines to their satisfaction and bid only as a result of their own inspection and opinion.
10. All wines sold herein are offered and sold subject to the provisions of the California Alcoholic Beverage Control Act and Federal Alcohol Administration Act, and the rules and regulations applicable thereto. Any offer or sale shall be governed by and interpreted under the laws of the State of California.

### **Absentee Bidding**

Prospective bidders are advised to attend the Auction, but proxy bidding is available for absentee bidders. You must be a registered bidder in order to have bids executed on your behalf. Please register at [sonomawine.com/barrelauction](http://sonomawine.com/barrelauction) and indicate that you are interested in proxy bidding. Credit card information will be requested, along with proof of alcohol resale permit.

Bids must be submitted to SCV prior to the Auction for execution at or below a specified price. Absentee bidders will be represented by a proxy who will bid on their behalf. The Auctioneer, Proxy Bidder, and SCV shall not be responsible for the failing to execute such bids or for errors relating to the execution of such bids. In the event that SCV has received absentee bids on a particular lot for identical amounts, and at Auction those bids are the highest bids for that lot, the lot shall be awarded to the person whose bid for that amount was received first.

### **Payment**

Winning bidders will be invoiced directly following event. Payment for all purchases must be made in US Dollars by check, electronic funds transfer (EFT), Visa, MasterCard or American Express upon receipt of invoice. A 3% credit card processing fee will be added to all credit card transactions. No sales tax will be charged, with proof of valid resale license. Invoices not paid in full by May 31, 2019 will accrue a finance charge of 1.5% per month (18% per annum) on any unpaid balances until paid in full. Purchaser agrees to pay all attorney's fees and costs associated with the collection of past due amounts. No lot will be released without proof of payment in full.

### **Delivery**

All lots are FOB Sonoma County, California by SCV. Wines offered in this Auction do not include the barrel and will be bottled in specially labeled bottles. SCV will design and select the labels in its sole discretion with no input from the Purchaser. All wines will be bottled in 750ml format. The barrel lots, consisting of 20 case (240 bottles), 10 case (120 bottles) or 5 case (60 bottles) per lot, will be sold as described in the catalog.

The producing winery retains sole discretion as to when the wine will be bottled and ready for delivery to the Purchaser. SCV will notify the winning bidder when wine is ready for shipping. The Purchaser acquires only the right to take possession of the wine when notified and has no right of inspection pending notification. The right to take possession shall not be assigned or otherwise transferred without first obtaining the written permission of SCV.

Purchaser agrees to take delivery of the wines within sixty (60) days of notification, provided payment for the lot has been received in full by SCV as required by the Terms and Conditions. Shipping expenses, insurance, and any applicable taxes are the sole responsibility of the Purchaser. Any shipment of the wines out-of-state is the responsibility of the Purchaser, who is solely responsible for compliance with the laws and regulations of said state. SCV's sole liability for failure to tender delivery in California shall be limited to a refund of the purchase price.

Bidders agree that the sales and delivery of Sonoma County Barrel Auction wines shall not affect the rights of the producing wineries to sell their own wines to any distributor of their choosing in bidder's state, or the right of SCV to sell future Sonoma County Barrel Auction wines to any Purchaser in said state. Purchaser agrees to take whatever steps are necessary to accomplish that, including but not limited to the relinquishment of any rights which Purchaser may have under state law.

### **Indemnity**

Participants agree to indemnify, defend and hold harmless Seller and its officers, directors, employees, parents, partners, successors, agents, members, distribution partners, subsidiaries and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including interest, penalties, and attorney fees and amounts paid in investigation, defending or settling any of the foregoing) arising out of or related to: (i) your purchase, delivery, use or resale of the Wines; (ii) your participation in the Auction; (iii) any actual or alleged violation or breach by you of these Terms & Conditions or of any representation, warranty or covenant that you have made to Seller; (iv) your violation of the law; (v) your negligent or willful misconduct; or (vi) your violation of the rights of any third party. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

### **Media Coverage**

The Sonoma County Barrel Auction is a widely publicized event in all varieties of medium. As a condition of and in consideration for participation in the Sonoma County Barrel Auction, participant releases Sonoma County Vintners from any liability connected with the reproduction, adaptation, display, publication and distribution in any and all media, whether now known or yet to be developed, on any videos, photographs or other images taken of the participant at the Auction, participant's name, voice, likeness, city of residence and any other information regarding his/her participation in the Sonoma County Barrel Auction.

