

Conditions of Sale

These conditions of sale ("Conditions of Sale") govern the sale of each lot (a "Lot") to be offered by the Solomon R. Guggenheim Foundation (the "Guggenheim") for sale during the Guggenheim's *CONTEMPLATING THE VOID: INTERVENTIONS IN THE GUGGENHEIM MUSEUM* online fundraising Auction (the "Auction") to be held from March 4, 2010 to March 18, 2010. By bidding at the Auction, you agree to be bound by these Conditions of Sale. Questions may be addressed to the Guggenheim's Membership Department by telephone at (212) 423-3584, or by email to bwhine@guggenheim.org.

1. No Warranty or Liability for the Sale of Works of Art. All Lots are on view at the Solomon R. Guggenheim Museum (the "Guggenheim Museum") from February 12, 2010 to April 28, 2010. Prospective bidders are encouraged to examine the Lots and are responsible for satisfying themselves concerning the condition of the Lots. Prospective bidders acknowledge they had the opportunity to inspect the property or have chosen not to. Each Lot is sold "AS IS AND WITH ALL FAULTS." The Guggenheim makes no representations or warranties of any kind or nature, express or implied, with respect to any work of art sold at the Auction, and in no event shall it assume any risk, be responsible or liable for the correctness of any such Lot, nor be deemed to have made any representation or warranty of description, genuineness, authenticity, attribution, importance, provenance, rarity, identity, medium, physical condition, size or condition of any such Lot. The Guggenheim does not transfer any copyright or other reproduction rights in the Lots.

2. Accuracy of Information Posted Online. The Guggenheim has posted information about the Lots online ("Lot Information"). While the Guggenheim has endeavored in good faith to provide the most accurate information about the Lots possible, it does not guarantee, and shall not be liable for, the accuracy of the Lot Information, including the precise dimensions or exact media of the artworks. No posted statement online, in the invoice or elsewhere shall be deemed a representation or warranty or any assumption of liability.

3. Installation and Handling. Due to the informal, collaborative style of the *CONTEMPLATING THE VOID: INTERVENTIONS IN THE GUGGENHEIM MUSEUM* exhibition (the "Exhibition"), the Guggenheim is not hanging the works according to its usual standards. All works will show signs of handling from installation and may have other evidence of wear and tear from installation and handling. Please note that all Lots are sold "AS IS AND WITH ALL FAULTS", including those that are a direct result of the installation of the works in the Exhibition.

4. Minimums. Bidding for each Lot shall begin at a minimum price below which the Lot will not be sold.

5. Purchase. At the close of bidding for each Lot, the highest bidder (the "Purchaser") will be notified by Charity Buzz, Inc. ("charitybuzz") of their successful purchase of the Lot, subject to all of the conditions set forth herein.

6. Pick-Up, Delivery and Taxes

(a) It is the responsibility of the Purchaser to either (i) collect their Lot from the Guggenheim Museum between Friday, April 30 and Sunday, May 2, 2010, or (ii) consent to having the Lot shipped as set forth below. For Lots being picked up at the Guggenheim Museum, charitybuzz will contact Purchaser to arrange for pick-up at the Guggenheim Museum.

(b) If any Lot has not been picked up after seven days, it will be shipped to the Purchaser at the shipping address provided to charitybuzz at Purchaser's sole expense. Purchaser hereby authorizes the Guggenheim and charitybuzz to charge the additional amounts required to ship the works to Purchaser's credit card and acknowledges that all terms in Section 6(c) below will apply.

(c) In the event a Purchaser prefers to have a Lot shipped to them, Purchaser acknowledges that the Lots will be shipped via common carrier (e.g. Federal Express) and the Lots will not be shipped until after the close of the Exhibition on April 28, 2010.

In the event delivery is not possible for any reason, the transfer of the Lot shall be void and the Guggenheim shall retain all fees paid to it by Purchaser.

(d) In the unlikely event a Lot is destroyed during the course of the Exhibition, the Guggenheim will reimburse the purchase price to the Purchaser. Purchaser agrees that the limit of the Guggenheim's liability shall not exceed the total purchase price plus any Packing and Handling Fee paid by the Purchaser.

7. Right of Withdrawal. The Guggenheim may withdraw any Lot from the Auction without liability at any time before the final sale.

8. Fair Market Value. Purchaser acknowledges and agrees that Purchaser's Auction payment qualifies as a tax-deductible donation to the Guggenheim only to the extent that it exceeds the fair market value of the item purchased. The estimates provided in the Lot Information are not warranted in any way by the Guggenheim for tax purposes, fair market value or otherwise. Purchasers are advised to consult with their accountants, legal or tax advisors regarding the deductibility of purchases and any other tax questions.

9. Documentation and Disclosure; Additional Conditions of the Artist. Purchaser acknowledges and agrees that the Guggenheim may provide documentation to the artist who created the Lot or such artist's heirs or representatives, including Purchaser's name, contact information, and the purchase price. Purchaser further acknowledges that the purchase of the Lot may be subject to additional conditions placed on the Lot by the artist, which conditions will be disclosed in the "Terms" section of the Lot Information.

10. Eligibility to Bid. The Auction will be open to anyone, including staff and trustees of the Guggenheim bidding for their own account.

11. Choice of Law, Venue and Jurisdiction. These Conditions of Sale, as well as the Purchaser's and the Guggenheim's respective rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of New York State without regard to principles of conflicts of laws. By bidding at the Auction, Purchaser shall be deemed to have consented to the exclusive jurisdiction of the courts of New York, with respect to any case, controversy, suit, action or proceeding between Purchaser and the Guggenheim arising out of, or in connection with, or related to the Auction, a bid, or these Conditions of Sale; any such action shall be brought in any Federal or State Court located in New York County and the State of New York, and the Purchaser hereby waives any objection that he or she may have to personal jurisdiction in these courts.

12. Lots donated for Resale. Each Lot to be sold at the Auction has been donated to the Guggenheim for resale for fundraising purposes. Purchasers acknowledge and agree that they will not make any representation to any third party that the Lot was obtained from the collection of the Guggenheim.

13. Guggenheim Terms Govern. Bidders acknowledge that they are also bound by all of the terms and conditions set forth by charitybuzz. To the extent any of the Guggenheim's terms and conditions conflict with any terms and conditions of charitybuzz, the Guggenheim's terms and conditions shall govern.

14. Transfer of Title. Transfer of title to the applicable Lots will not occur until payment has been received in full from the Purchaser.