



BID REGISTRATION FORM

THE STEPHEN KING COLLECTION – FORMED BY DAVID MORRELL

Please bid on my behalf for the following lots up to the prices indicated below. These bids are made subject to the Conditions of Sale, and Advice to Prospective Bidders printed below. I understand and agree that if my bid is successful, I will pay for these lots upon receipt of invoice.

"Buy" or unlimited bids are not accepted.

Bidder Name	
Address 1	
Address 2	
City	
State	
Zip	
Country	
Phone (main)	
E-mail	

LOT #		BID \$ (USD)	
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LOT #		BID \$ (USD)	

+ indicates one increment higher to break tie.

Please email completed form to: gw@geraldwinters.com, or mail to:

Gerald Winters and Son

48 Main Street
 Bangor, ME 04401
 tel: (207) 922.2062

ADVICE TO PROSPECTIVE BIDDERS

1. ALL PROPERTY IS SOLD SUBJECT TO THIS ADVICE, THE CONDITIONS OF SALE, AND TERMS OF WARRANTY PRINTED IN THIS CATALOGUE.
2. INSPECTION OF PROPERTY. Prospective bidders or their agents may inspect property prior to bidding. Gerald Winters and Son staff are available to advise prospective bidders by appointment.
3. BUYER'S PREMIUM. There is NO buyer's premium associated with this auction for the Matthew Morrell / Natalie Sanchez Pediatric Cancer Research Fund. The hammer price will be the total amount due, plus sales tax if applicable.
4. SALES TAX. All items purchased are subject to payment of the Maine State sales tax of 5.50% (on the total purchase price) unless the purchaser presents proof of exemption therefrom. An exempt purchaser must show possession of a valid Maine State Resale Certificate. Purchases will not be released unless all sales tax requirements are satisfied. Purchases shipped outside of Maine State are not subject to sales tax.
5. BIDDING INCREMENTS. \$10 up to \$150; then \$25 to \$500; \$50 to \$1000; \$100 to \$2000; \$200 to \$6000; \$500 to \$10,000; \$2000 to \$50,000; and approximately 10% of the current bid thereafter. However, the auctioneer may modify the increments at any time.
6. RESERVES. All lots are subject to a reserve, which is the confidential minimum price agreed to with the seller below which the lot will not be sold. Gerald Winters and Son may implement such reserve by opening the bidding on behalf of the seller and may bid up the amount of the reserve by placing successive or consecutive bids for a lot in response to other bidders.
7. ABSENTEE BIDS will be executed by Gerald Winters and Son on the bidder's behalf in competition with other absentee bids and bidding in the room. Every effort will be made to

carry out the bidder's instructions, but Gerald Winters and Son shall in no event be responsible for failing correctly to carry out instructions, and Gerald Winters and Son reserves the right to decline to undertake such bids. Bids by mail should be made in U.S. dollars on the bid sheet found below, and in accordance with the instructions on the bid sheet.

8. REMOVAL OF PROPERTY. All lots purchased shall be removed at the purchaser's risk and expense by the end of the fifth business day following the sale. Purchases not so removed will be treated as set forth in paragraph 8 of the Conditions of Sale.
9. SHIPMENT. Upon request, Gerald Winters and Son will facilitate the shipping of purchases to out-of-town buyers at an additional charge for packing, postage and insurance, but will not be responsible for any loss, damage, or delay resulting from the packing, handling and shipping thereof. Unless specific instructions are received, Gerald Winters and Son is the sole judge of the method to be used for shipment. Available services include USPS, UPS, FedEx, and in certain cases for high-value items, private courier.
10. PRICES REALIZED. A list of prices realized is published on our website www.geraldwinters.com at the conclusion of the sale. The Prices Realized is also available at Gerald Winters and Son and will be mailed upon request.
11. CREDIT. Bidders whose credit is unknown to Gerald Winters and Son should submit acceptable credit references or make prior arrangements for payment, failing which purchases will not be released until funds have cleared. Mail bidders should submit references or a deposit of 25% of their maximum bid. If successful, the deposit will be applied to the purchase; if unsuccessful, the deposit will be returned in full.

CONDITIONS OF SALE

The property described in this catalogue, as amended by any posted notice or oral announcements during the sale, will be sold by Gerald Winters and Son as agent for the owner (Consignor). These CONDITIONS OF SALE, and the LIMITED WARRANTY and ADVICE TO PROSPECTIVE BIDDERS set forth elsewhere in the catalogue are the complete and only terms of conditions on which all property is offered for sale. By bidding at auction (whether present in person or by agent, by written or telephone bid, or any other means) the buyer agrees to be bound by these Conditions of Sale.

1. THE AUTHENTICITY OF PROPERTY LISTED IN THIS CATALOGUE IS WARRANTED TO THE EXTENT STATED IN THE "LIMITED WARRANTY" EXCEPT AS PROVIDED THEREIN. ALL PROPERTY IS SOLD "AS IS" AND NEITHER GERALD WINTERS AND SON NOR THE CONSIGNOR MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WITH RESPECT TO THE PROPERTY OR ITS VALUE, AND IN NO EVENT SHALL THEY BE RESPONSIBLE FOR CORRECTNESS OF DESCRIPTION, GENUINENESS, ATTRIBUTION, PROVENANCE, AUTHENTICITY, AUTHORSHIP, COMPLETENESS, CONDITION OF THE PROPERTY OR ESTIMATE OF VALUE. NO STATEMENT (ORAL OR WRITTEN) IN THE CATALOGUE, AT THE SALE, OR ELSEWHERE SHALL BE DEEMED SUCH A WARRANTY OR REPRESENTATION, OR ANY ASSUMPTION OF RESPONSIBILITY.
2. All bids are to be per lot as numbered in the catalogue.
3. NEITHER GERALD WINTERS AND SON NOR THE CONSIGNOR MAKES ANY REPRESENTATION THAT THE PURCHASER OF MANUSCRIPT MATERIAL, PHOTOGRAPHS, PRINTS OR WORKS OF ART WILL ACQUIRE ANY COPYRIGHT OR REPRODUCTION RIGHTS THERETO.
4. Gerald Winters and Son reserves the absolute right (a) to withdraw any property at any time before its actual final sale, including during the bidding, and (b) to refuse any bid from any

bidder. The auctioneer is the sole judge as to the amount to be advanced by each succeeding bid.

5. Any right of the purchaser under this agreement or under the law shall not be assignable and shall be enforceable only to the original purchaser and not by any subsequent owner or any person who shall subsequently acquire any interest. No purchaser shall be entitled to any remedy, relief or damages beyond return of the property, rescission of the sale and refund of the purchase price; and without limitation, no purchaser shall be entitled to damages of any kind.
6. The highest bidder acknowledged by the auctioneer shall be the purchaser. In the event of any dispute between the bidders, the auctioneer shall have the absolute discretion either to determine the successful bidder or to re-offer and resell the Lot in dispute. If any dispute arises after the sale, Gerald Winters and Son's sales records shall be conclusive as to the purchaser, amount of highest bid, and in all other respects.
7. On the fall of the auctioneer's hammer, title to the offered lot or article will pass to the highest acknowledged bidder, who thereupon (a) immediately assumes full risk and responsibility therefor, (b) will immediately sign a confirmation of the purchase therefor, setting forth his/her name and address, and (c) will immediately pay the full purchase therefor. If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to other remedies available to Gerald Winters and Son and the Consignor by law (including without limitation the right to hold the purchaser liable for the bid price), Gerald Winters and Son, at its option, may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser, or (b) resell the property, either publicly or privately, for the account and risk of the purchaser, and in such event the purchaser shall be liable for the payment of all deficiencies plus all costs, including warehousing, the expenses of both sales, and Gerald Winters and Son's commission at its regular rates and all other charges due hereunder. Gerald Winters and Son also impose late charges of 1.5% per month (or the highest rate allowed under applicable law, whichever is lower) on any of the amounts unpaid.
8. All property shall be removed from Gerald Winters and Son by the purchaser at his/her expense no later than five (5) days following its sale, and if not removed may, at Gerald Winters and Son option, be sent by Gerald Winters and Son to a public warehouse at the account, risk and expense of the purchaser. Whether sent to a warehouse or stored by Gerald Winters and Son, the purchaser shall be liable for all actual expenses incurred plus a storage charge of 5% of the purchase price.
9. Except as may be otherwise provided herein, any and all claims of a purchaser shall be deemed to be waived and without validity unless delivered in writing by registered mail return receipt requested to Gerald Winters and Son within thirty (30) days of the date of the sale.
10. The rights and obligations of the parties shall be governed by the laws of the State of Maine. All bidders and the purchaser submit to the personal jurisdiction of the Maine State courts and their rules and procedures in the event of any dispute.
11. No waiver or alteration of any of these Conditions of Sale, the Advice to Prospective Bidders, the Limited Warranty, the estimates, or any other material in this catalogue or any other matter whatever (whether made by the auctioneer or Consignor, or any representative of Gerald Winters and Son) shall be effective unless it is in writing and signed by a representative of Gerald Winters and Son.

12. THE "LIMITED WARRANTY" APPEARING BELOW AND THE "ADVICE TO PROSPECTIVE BIDDERS" APPEARING OVERLEAF FORM PART OF THESE CONDITIONS OF SALE.

LIMITED WARRANTY

We warrant the authenticity and conditions of each lot catalogued herein on the terms and conditions set forth below.

1. Unless otherwise indicated in the respective catalogue descriptions (which are subject to amendment by oral or written notices or announcements made by Gerald Winters and Son prior to sale), we warrant for a period of three (3) years from the date of sale the authenticity of each lot catalogued herein.
2. Except as noted above, or unless otherwise indicated in the respective catalogue description, we warrant for a period of thirty (30) days from the date of sale to the original buyer of record, that each book or manuscript is complete in text and illustration and generally is in such physical condition as may reasonably be expected considering the age and provenance. This warranty does not cover damages to binding, stains or foxing, wormholes, short leaves of text or plates or any defect not affecting the completeness of the text. Moreover, this warranty does not cover the lack of inserted advertisements, blank leaves, cancels or subsequently published volumes.
3. The benefits of these warranties are not assignable and are applicable only to the original buyer of the lot and are conditioned on the buyer returning the work in the same condition as at time of sale and in the time-period specified.
4. The buyer's sole remedy under these warranties shall be the rescission of the sale and refund of the original purchase price paid for the item, and this remedy shall be exclusive and in lieu of any other remedy which might otherwise be available to the buyer as a matter of law.
5. In the event a buyer claims that an item is not authentic, Gerald Winters and Son shall have no obligation to rescind the sale unless the buyer has obtained, at the buyer's expense, the opinion of two recognized experts in the field, who are mutually agreeable to Gerald Winters and Son and the buyer, that a lot or portion thereof is not authentic.