THURSDAY JUNE 27, 2019 AT 11 AM PDT

ON LINE AUCTION ONLY

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Our special thanks to Peter Bonner
www.peterbonner.com for his exceptional and professional consultation in creating this catalog.

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Gone With The Wind:
The “Tara” Auction 108
Oscar movie sets in the history of Hollywood, “Tara,” from which heroine “Scarlett O’Hara” got her strength in Gone With the Wind, is without peer. The O’Hara plantation in Clayton County, Georgia was the film’s most potent symbol. In July 1936, producer David O. Selznick secured the screen rights to the Pulitzer Prize-winning novel by Margaret Mitchell and began the highly publicized process of bringing the work to the silver screen. The site for the construction of the “Tara” set was Selznick International Studios’ “Forty Acres” production lot in Culver City, California. In typical Hollywood fashion, “Tara” had no rooms inside, it was a facade showing the completed front and right sides of the main house, parts of the left side, three sides of the kitchen and all sides of the connecting breezeway. Only part of the interior entrance hall was created behind the facade; the interior scenes were shot in separate sound stages located elsewhere on the lot. The “Tara” facade was constructed of wood framework and covered with a plaster faux brick material. All of the architectural detail of the set was constructed of wood, mostly fir or spruce with some redwood. Following the conclusion of filming, the “Tara” set remained standing for 20 years until Lucille Ball and Desi Arnaz’s Desilu Productions, then owner of the lot, had it dismantled in the spring of 1959. The most durable portions were salvaged, including windows, shutters, doors, porch posts and railings, cornice, and other elements. “Tara” was removed at no expense to the studio by Southern Attractions, Inc., presided by Julian M. Foster, an Atlanta-based real estate developer who had envisioned the set to be reconstructed on 300 acres of forested land in Northern Georgia, recreating the Hollywood “Tara” plantation in its entirety. Foster’s vision never came to fruition due to complications arising from copyright protections by the Margaret Mitchell family. The “Tara” facade remained in storage until 1979 when the late Mrs. Betty Talmadge, wife of U.S. Senator and Governor of Georgia, Herman Talmadge, rescued it with the intent of restoring it to its former glory. In 1989, the Atlanta History Center mounted a major exhibit commemorating the 50th anniversary of the film’s release. For this event, Mrs. Talmadge had the original grand entrance of “Tara” restored and it became the centerpiece of the exhibit. In 1998 the doorway was relocated and placed on exhibit at the Margaret Mitchell House Museum where it currently resides. The remainder of “Tara” has been housed in a dairy barn on the Talmadge’s Lovejoy Plantation since 1979. What is remaining of the historic “Tara” facade is being sold in the two following lots.
The Grand “Tara” Entrance

Monumental “Tara” front entrance from *Gone With the Wind.* (MGM, 1939) The grand entrance is the focal point of Tara – Scarlett O’Hara’s legendary home. Measuring 152 in. tall x 148 in. wide, including the door with flanking sidelight panels, support columns and signature fanlight and cornice mounted atop. Former First Lady of Georgia, Betty Talmadge, had the entrance restored in 1989 for an event at the Atlanta History Center commemorating the 50th anniversary of the film’s release and it became the centerpiece of the exhibit. In September 1990, Mrs. Talmadge had it re-erected at her Lovejoy Plantation for a private event for Ted Turner and Jane Fonda. In 1998 the doorway was relocated and placed on exhibit at the Margaret Mitchell House Museum where it currently resides. The window glass and the rim-lock were missing and replaced during restoration. Without question, one of the finest relics of Hollywood history. Special shipping arrangements from Atlanta, Georgia will apply. $40,000 - $60,000
Inside the “Tara” Barn

Photo credit: Peter Bonner www.peterbonner.com
“Having spent the past 30 years as a historian and storyteller sharing tales of Atlanta’s history, I can attest to the great cultural and historical significance the Tara facade holds throughout the world!

Over the past five years, millions have read articles concerning my work to preserve and present the Tara facade. Over 25,000 have registered their love and support of the Saving Tara Project on Facebook and thousands have purchased copies of The Official Guide to the Saving Tara Project. Those who have made the trip to Georgia to view the Tara facade relics have shed tears of joy, as others stood with grins from ear to ear and meticulously studied Tara’s form. Still others with mouths agape shook their heads in amazement at survival of the most iconic movie set of all time... Tara!

The best thing that could happen would be for a person or institution to acquire the contents of this lot and place them on display for all the world to see! It is a story that captured the world’s heart in 1939 as Scarlett sought Tara’s moonlit silhouette amidst the ravages of war, and the world has been seeking the comfort of home--of Tara--ever since.”

— Peter Bonner (www.peterbonner.com)

On September 20, 2006, Bonner received a commendation by Governor of Georgia Sonny Perdue stating, “For over 20 years, Peter Bonner has been promoting the history, heritage and culture of Clayton County, Georgia... [and] has made a significant contribution to tourism in Georgia and to upholding the strong tradition of Clayton County and Margaret Mitchell’s Gone With the Wind.”
Massive collection of “Tara” facade elements from Gone With the Wind. (MGM, 1939) When the original Tara facade was dismantled in 1959, the most durable portions were salvaged, including windows, shutters, doors, porch posts and railings, cornice, shingles, stairs and other elements. The brick columns on the front porch were demolished and buried, and the faux brick facade and wooden framework are said to have been burned on site. Present in this lot are the remaining elements (save the front entrance, being the previous lot) from this icon of Southern heritage and American film history. Included are the shutters and window frame elements from the front of the house as well as the left wing, including the prominent tall windows/shutters mounted to the right of the front door where Scarlett is first seen at Tara conversing with the Tarleton Twins. Also included is a pair of large interior solid shutters seen in the famous sequence when Scarlett pulls down the drapery to make her iconic dress with Mammy. From the right side of the house is the distinctive arched second floor window that Melanie opens to tell the concerned family that there was an accident and no harm done after Scarlett kills the Union deserter who attempted to rob and rape her. The famous side porch at Tara became a place of convalescence where Melanie treated and fed the weary Confederate soldiers returning home. Present are ten steps, seven boxed columns with rails and the door leading from the porch to the main house where Scarlett is seen walking through when coming from the kitchen. Side porch window and accompanying bead board shutters are also included. The left side of Tara is visible in wide shots and surviving from this portion of the facade are four boxed columns with dentil moldings. Included are miscellaneous elements for (13) windows, (11) columns, (5) sections of railing, (10) steps, (2) interior shutters, (1) door, (1) section of gable roof, and more. The Tara facade was intentionally distressed during the course of filming to reflect the ravages of war on the structure. This, compounded by exposure to the elements both on the studio lot and subsequent storage, dictates the need of restoration of most of the pieces in this collection. All window glass is missing. This lot is being sold “as is” and is located at the Lovejoy Plantation in Lovejoy, Georgia (outskirts of Atlanta) and special shipping arrangements are required. $15,000 - $25,000
Tall Window and Shutters

Photo credit: Marc Wanamaker / Bison Archives
“Tara” Window Shutters
Profiles in History

“Tara” Porch Steps and Support Columns

Photo credit: The Herb Bridges Collection
The Cathedral Window

Photo credit: Marc Wanamaker /Bison Archives

Photo credit: Peter Bonner  www.peterbonner.com
“Tara” Columns From The Left Wing

Photo credit: The Herb Bridges Collection
IMPORTANT SALES TAX INFORMATION

Due to the recent U.S. Supreme Court decision in South Dakota v. Wayfair, Profiles in History may be required under state law to collect sales tax for the winning bidder's state. In such cases, the winning bidder's invoice will reflect the sales tax due based on applicable state and local sales tax rates.

Bidders final billing and shipping address must match at the time of registration. Note: Bidders with multiple shipping addresses must contact our offices prior to auction registration. 310-859-7701

Due to the recent U.S. Supreme Court decision in South Dakota v. Wayfair, states are now permitted to require a larger universe of out-of-state vendors to collect and remit sales tax on sales to customers within the state. Consequently, Profiles in History may be required to collect and remit state and local sales tax on certain transactions for the first time.

All bidders acknowledge that their bids are exclusive of sales tax, and that if Profiles in History has a sales tax collection obligation in the bidder's state, applicable sales tax will be owed by the successful bidder and the invoice issued by Profiles in History to the winning bidder will reflect the applicable sales tax due.

Additionally, any bidder claiming a sales tax exemption (e.g., resale exemption, tax exempt entity, etc.) must provide Profiles in History with the applicable, fully-completed, exemption documentation before sales tax will be removed from the invoice.

www.profilesinhistory.com

email: info@profilesinhistory.com
CONDITIONS OF SALE - AGREEMENT BETWEEN PROFILES IN HISTORY AND BIDDER

Read This Part First

BY EITHER REGISTERING TO BID OR PLACING A BID, THE BIDDER ACCEPTS THESE CONDITIONS OF SALE AND ENTERS INTO A LEGALLY BINDING, ENFORCEABLE AGREEMENT WITH PROFILES IN HISTORY.

The following terms and conditions constitute the sole terms and conditions under which Profiles in History ("Profiles") will offer for sale and sell the property described in the Catalog. These Conditions of Sale constitute a binding agreement between the Bidder and Profiles with respect to the auction. By bidding at auction, whether in person, through an agent or representative, by telephone, facsimile, on-line, absentee bid, or by any other form of bid or by any other means, the Bidder acknowledges the thorough reading and understanding of all of these Conditions of Sale, all descriptions of items in the Catalog, and all matters incorporated herein by reference, and agrees to be fully bound thereby.

NO BID MAY BE PLACED IN ANY MANNER UNLESS THE BIDDER HAS FULLY REVIEWED AND AGREED TO ALL OF THE "CONDITIONS OF SALE" EITHER PRINTED IN THE CATALOG AS WELL AS THE TERMS OF THE REGISTRATION FORM. BY PLACING ANY BID, THE BIDDER REPRESENTS AND WARRANTS TO PROFILES THAT HE OR SHE HAS FULLY REVIEWED AND AGREES TO BE BOUND BY ALL OF THESE "CONDITIONS OF SALE" AND THE TERMS OF THE REGISTRATION FORM. WITHOUT SUCH REPRESENTATION, WARRANTY AND AGREEMENT, PROFILES WOULD NOT PERMIT THE BIDDER TO BID.

Bidder and Profiles agree that any agreements between the Bidder and Profiles including but not limited to these Conditions of Sale are entered into in Los Angeles County, California, which is where the agreements are to be performed and the auction to take place, no matter where Bidder is situated and no matter by what means or where Bidder was informed of the auction and regardless of whether catalog, materials, or other communications were received by Bidder in another location. Both Profiles and the Bidder agree that any disputes under these Conditions of Sale, the subject matter hereof, the entering into, or any aspect of the auction, shall be exclusively governed by California law, and that any and all claims or actions shall be brought and maintained only in Los Angeles County, California in a State or Federal Court to the exclusion of any other venue, locale, or jurisdiction. All parties submit to such jurisdiction. Both Bidder and Profiles agree that these provisions are intended to be binding on all parties and that they shall solely control choice-of-law, venue and jurisdiction in the event of any dispute specifically including third party claims and cross-actions brought by either Profiles or Bidder, and that absent such agreement, Profiles would not permit Bidder to bid hereunder. Any violation of the terms of this Paragraph shall entitle the affected party to reasonable fees and litigation costs in addition to all other available remedies, all of which remain reserved. The parties agree that Profiles shall be entitled to present these Conditions of Sale to a court in any jurisdiction other than set forth in this paragraph as conclusive evidence of the parties’ agreement, and the parties further agree that the court shall immediately dismiss any action filed in such jurisdiction. Notwithstanding any other provision herein, the prevailing party in any claim, dispute or litigation between the parties shall be entitled to an award of reasonable attorney fees and costs of litigation.

Unless otherwise set forth in the Catalog, all property will be offered by Profiles solely as agent for the seller or consignor of the property (“Consignor”) and not on its own behalf.

Profiles is in compliance, to the fullest extent possible, with California procedures regarding the bonding of auctioneers.

1. Final Bid Price, Purchase Price and Payment. The term, “Final Bid Price” means the amount of the highest bid acknowledged and acceptable to Profiles. The term, “Purchase Price” means the sum of (1) the Final Bid Price; (2) a premium payable by the successful Bidder (also referred to throughout these Conditions of Sale as “Bidders”) equal to twenty (20%) of the Final Bid Price [discounted to twenty percent (20%) of the Final Bid Price if paid in full in cash or by valid check]; (3) applicable taxes (including California and local sales tax and/or compensating use tax based upon the purchase price unless exempted by law and/or where Buyer has not requested Delivery or a copy of any profiles’ records from the California State Board of Equalization); (4) shipping, handling and insurance coverage if requested by Buyer and agreed upon by Profiles. Profiles may accept current and valid VISA, MasterCard, Discover and American Express credit or debit cards for payment but under the express condition that any property purchased by credit or debit card shall not be refundable, returnable, or exchangeable, and that no credit to Buyer’s credit or debit card account will be issued under any circumstances. The last sentence constitutes Profiles’ “official policy” regarding returns, refunds, and exchanges where credit or debit cards are used. For payment other than by cash, delivery will not be made unless and until full payment has been actually received by Profiles, i.e., check has fully cleared or debit card funds fully obtained. All International purchases must be paid via bank wire transfer, contact our main office for bank wire information.

Profiles has been authorized by the seller or consignor to retain, as partial remuneration, the premium set forth as number (2) in this paragraph. Unless otherwise agreed in a writing signed by Profiles, payment in full is due within seven calendar days of the auction or within five calendar days of the invoice date, whichever is later. PROFILES SHALL HAVE THE RIGHT AND THE SUCCESSFUL BIDDER HEREBY UNCONDITIONALLY AND IRREVOCABLY PRE-AUTHORIZES PROFILES TO CHARGE FROM AND COLLECT ALL AMOUNTS OWED FROM ALL CREDIT AND/OR DEBIT ACCOUNTS IDENTIFIED TO PROFILES BY THE SUCCESSFUL BIDDER PRIOR TO BIDDING IN THE EVENT THAT THE SUCCESSFUL BIDDER DOES NOT MAKE TIMELY PAYMENT UNDER THESE CONDITIONS OF SALE IN SUCH EVENT, THE SUCCESSFUL BIDDER AUTHORIZES PROFILES TO COLLECT ALL AMOUNTS OWED FROM ALL CREDIT AND/OR DEBIT ACCOUNTS IDENTIFIED TO PROFILES. THE SUCCESSFUL BIDDER SHALL NOT CONTEST ANY SUCH CREDIT OR DEBIT ACCOUNT CHARGE ON THE GROUND THAT PROFILES WAS NOT SO AUTHORIZED.

2. Take. On the fall of the auctioneer’s hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer but fully subject to Buyer’s compliance with all of the terms of the Conditions of Sale and the Registration Form.

3. Rights Reserved. Profiles reserves the right to withdraw any lot, lift private bids, lift or lower reserve prices, or postpone the auction of all or any lots or parts thereof, for any reason. Profiles shall not be liable to any Bidder in the event of such withdrawal or postponement under any circumstances. Profiles reserves the right to refuse to accept bids from anyone.

4. Auctioneers’ Discretion. Profiles shall determine opening bids and bidding increments. The auctioneer has the right in its absolute discretion to reject any bid in the event of dispute between bidders or if the auctioneer has doubt as to the validity of any bid, to advance the bidding at its absolute discretion and to determine the successful bidder in the event of a dispute between bidders, to con-

5. Reserves. Lots may be subject to a reserve which is the confidential minimum price below which the lot will not be sold. Although the auctioneer may open the bidding on any lot below the reserve by placing a bid on behalf of the seller, Profiles reserves the right to protect the reserve by bidding through the auctioneer and continuing to bid on behalf of the seller until the reserve is met. Dues will be paid by Profiles through consecutive bids or by placing bids in response to other bidders. Consignors may not bid on their own lots or property. If the consignor is indebted to or has a monetary guarantee from Profiles in certain circumstances, Profiles may have an interest in an offered lot and the proceeds therefrom apart from Profiles’ commissions, and Profiles may bid thereon to protect such interest. In such instance, Profiles is entitled to its standard commission rate when a lot is “bought-in” to protect its interest.

6. Risk and Responsibility. Agency. The buyer shall, once deemed the highest bidder on the full of the auctioneer’s hammer, bear all risk and responsibility for the lot, and neither Profiles, its agents or employees, shall thereafter be liable for any loss or damage to the property. The buyer will also be required to sign a confirmation of purchase at such time if requested by the auctioneer. All bidders are deemed to be acting as principals unless Profiles acknowledges in writing prior to the auction that the bidder is acting as agent for another party. In the absence of such written acknowledgment, the bidder guarantees payment of the Purchase Price of a successful bid.

7. Possession and Removal. Charges. No portion of any lot may be removed from the premises in possession transferred to Buyer unless Buyer has fully complied with these Conditions of Sale and the terms of the Registration Form, and unless and until Profiles has received the Purchase Price funds in full. Notwithstanding the above, all property must be removed from the premises by Buyer at his or her sole expense not later than seven (7) calendar days from the invoice date. If all or any property has not been so removed within that time, in addition to any other remedies available to Profiles all of which are reserved, a handling charge of one percent (1%) of the Purchase Price per month will be assessed and payable to Profiles by Buyer, with a minimum of five percent (5%) assessed and payable by Buyer for any property not removed within sixty (60) days. Profiles shall additionally have the option, in its sole discretion, of transferring any of such property to a public warehouse at the full risk and expense of Buyer. Profiles, in addition, reserves the right to impose a late charge of fifteen percent (15%) per year on the Purchase Price if Buyer does not make full payment in accordance herewith. Profiles and Buyer acknowledge and agree that these charges are reasonably imposed to partially compensate Profiles for losses and expenses associated with any such delays.

8. Off-Site Bidding. Bidding by telephone, facsimile-transmission, email, one-time or absentee bidding (advance written bids submitted by mail) are offered solely as a convenience and permitted subject to advance arrangements, availability, and Profiles’ approval which shall be exercised at Profiles’ sole discretion. Neither Profiles nor its agents or employees shall be held liable for the failure to execute bids or for errors relating to any transmission or execution thereof. In order to be considered for off-site bidding in any manner, Bidders must comply with all of these Conditions of Sale and the terms contained on the Registration Form.
9. Profiles’ Remedies. Failure of the Bidder/Buyer to comply with any of these Conditions of Sale or the terms of the Registration Form, is an event of default. In such event the defaulting Bidder/Buyer is not acquiring any property, but is acquiring only such physical embodiment of property that may be embodied or reflected in such property. The Buyer/Bidder is not acquiring any trademark, or other intellectual property, by the purchase price to the lowest. Any buyer failing to comply with these Conditions of Sale shall be deemed to have granted Profiles a security interest in, and Profiles may retain as collateral such security for such buyer’s obligations to Profiles, any property in Profiles’ possession owned by such buyer. Profiles shall have the benefit of all rights of a secured party under the Uniform Commercial Code (U.C.C.) as adopted by the state of California.

10. Warranties. Profiles does not provide any warranties to Bidders or Buyers, whether express or implied, beyond those expressly set forth in these Conditions of Sale. All property and lots are sold “as is” and “where is.” By way of illustration rather than limitation, neither Profiles nor the consignor makes any representation or warranty, expressed or implied, as to merchantability or fitness for intended use, condition of the property (including any condition, fitness or fitness of description or merchantability), color, condition, age, wear, material, wear, condition, rarity, importance, exhibition, relevance, attribution, source, provenance, date, authorship, condition, culture, genuineness, value, or period of the property.

Additionally, neither Profiles nor the consignor makes any representation or warranty, express or implied, as to whether the Buyer acquires rights in copyright or other intellectual property (including exhibition or reproduction rights) or whether the property is subject to any limitations such as “droit moral” (moral rights) or other rights affecting works of art. Bidder/Buyer acknowledges and agrees that if the property embodies any copyright, trademark, or other intellectual property, by the purchase of such property. Buyer/Bidder is not acquiring any interest in any copyright, trademark or other intellectual property that may be embodied or reflected in such property, but is acquiring only such physical embodiment and/or reflection. Profiles does not make any representation or warranty as to title. All descriptions, photographs, illustrations, and terminology including but not limited to words describing condition (including any condition reports requested by Bidder), authorship, period, culture, source, origin, measurement, quality, rarity, provenance, importance, exhibition, and relevance, used in the catalog, bill of sale, invoice, or anywhere else, represent a good faith effort made by Profiles to fairly represent the lots and property offered for sale as to origin, date, condition, and other information contained therein; they are statements of opinion only. They are not representations or warranties and Bidder agrees and acknowledges that he or she shall not have any recourse against Profiles for any claim or cause of action of any nature whatsoever by reason of the accuracy or inaccuracy of such information, and all such information is being furnished for what price. Price estimates (which are determined well in advance of the auction and are therefore subject to revision) and condition reports are provided solely as a convenience to Bidders and are not intended nor shall they be relied on by Bidders as statements, representations or warranties of actual value or predictions of final bid prices. Profiles cannot and does not guarantee, with the highest allowable interest rate; and (d) make any other action that Profiles, in its sole discretion, deems necessary or appropriate to preserve and protect Profiles’ rights and remedies. Should Profiles resell the property, the original defaulting buyer shall be liable for the performance of any deficiency in the purchase price and all costs and expenses associated therewith, including but not limited to warehousing, sales-related expenses, reasonable attorney fees and court costs, commissions, incidental damages and any other charges due hereunder which were not collected or collectable.

In the event that such buyer is the successful bidder on more than one lot and pays less than the purchase price for the total lots purchased, Profiles shall apply the payment received to such lot or lots that Profiles, in its sole discretion, deems appropriate. If Profiles does not exercise such discretion, the lots to which the payment shall be applied will be in descending order from the highest purchase price to the lowest. Any Buyer failing to comply with these Conditions of Sale shall be deemed to have granted Profiles a security interest in, and Profiles may retain as collateral such security for such buyer’s obligations to Profiles, any property in Profiles’ possession owned by such buyer. Profiles shall have the benefit of all rights of a secured party under the Uniform Commercial Code (U.C.C.) as adopted by the state of California.

11. Limitation of Damages. In the event that Profiles is prevented for any reason from delivering any property to Buyer or Buyer is otherwise dissatisfied with the performance of Profiles, the liability, if any, of Profiles, shall be limited to, and shall not exceed, the amount actually paid for the property by Buyer. In no event shall Profiles be liable for incidental, special, indirect, exemplary or consequential damages of any kind, including but not limited to loss of profits, value of investment or opportunity cost.

12. Unauthorized Statements. Under no circumstances shall any employee, agent or representative of Profiles authorized by Profiles to modify, amend, waive or contradict, any of these Terms and Conditions, any term or condition set forth in the Registration Form, any warranty or limitation or exclusion of warranty, any term or condition in either the Registration Form or these Terms and Conditions regarding payment requirements, including but not limited to due date, manner of payment, and what constitutes payment in full, or any other term or condition contained in any documents issued by Profiles unless such modification, amendment, waiver or contradiction is contained in a writing signed by all parties. Any statements, oral or written, made by employees, agents or representatives of Profiles to Bidder, including statements regarding specific lots, even if such employee, agent or representative represents that such statement is authorized, unless reduced to a writing signed by all parties, are statements of personal opinion only and are not binding on Profiles, and under no circumstances shall be relied on as a statement, representation or warranty of Profiles.

13. Buyer’s Remedies. This section sets forth the sole and exclusive remedies of Buyer in conformity with Sections 10 (“Warranties”) and 11 (“Limitation of Damages”) herein, and is expressly in lieu of any other rights or remedies which might be available to Buyer by law. The Buyer hereby accepts the benefit of the consignor’s warranty of title and any other representations and warranties made by the consignor for the Buyer’s benefit. In the event that Buyer proves in writing to Profiles’ satisfaction that there was a breach of the consignor’s warranty of title concerning a lot purchased by Buyer, Profiles shall make demand upon the consignor to pay to Buyer the Purchase Price (including any premiums, taxes, or other amounts paid or due to Profiles). Should the consignor not pay the Purchase Price to Buyer within thirty days after such demand, Profiles shall disclose the identity of the consignor to Buyer and assign to Buyer all of Profiles’ rights and remedies against the consignor to recover such lot property. Upon such disclosure and assignment, all responsibility and liability, if any, of Profiles with respect to said lot or property shall automatically terminate. Profiles shall be entitled to retain the premiums and other amounts paid to Profiles - this remedy is as to the consignor only. The rights and remedies provided herein are for the original Buyer only and they may not be assigned or refinanced upon by any transferee or assignee under any circumstances. Lots containing ten or more items are not returnable under any circumstances. The exercise of rights under this Section 13 must be made, if at all, within thirty (30) days of the date of sale.

14. Profiles’ Additional Services. For Buyers who do not remove purchased property from Profiles’ premises, Profiles, in its sole discretion and solely as a service and accommodation to Buyers, may arrange for Profiles to have purchased property, including items kept in storage, shipped, packed, insured and forwarded at the sole request, expense, and risk of Buyer. Profiles assumes no and disclaims all responsibility and liability for acts or omissions in such shipping or packing by Profiles or other packers and carriers, whether or not recommended by Profiles. Profiles assumes no and disclaims all responsibility and liability for damage to frames, glass or other breakable items. Where Profiles arranges bills for such services via invoice or credit card, Profiles will include an administration charge.

15. Headings. Headings are for convenience only and shall not be used to interpret the substantive sections to which they refer.

16. Entire Agreement. These Conditions of Sale constitute the entire agreement between the parties together with the terms and conditions contained in the Registration Form. They may not be amended, modified or superseded except in a signed writing executed by all parties. No oral or written statement by anyone employed by Profiles or acting as agent or representative of Profiles may amend, modify, waive or supersede the terms herein unless such amendment, waiver or modification is contained in a writing signed by all parties. If any part of these Conditions of Sale are for any reason deemed invalid or unenforceable, the remaining portions shall remain fully enforceable without regard to the invalid or unenforceable provisions.

AUCTION GENERAL GUIDELINES

CONDITIONS OF SALE

Before you bid, you must read the Conditions of Sale, immediately preceding these pages. They represent a contract between Profiles and you, and they contain important terms and conditions such as jurisdiction, payment terms, warranties and remedies. The Conditions of Sale are controlling over these general guidelines in the event of any conflicts between their respective terms.

ESTIMATE PRICES

In addition to descriptive information, each entry in the catalog includes a price range which reflects opinion as to the price expected at auction. These are based upon various factors including prices recently paid at auction for comparable property, condition, rarity, provenance. If the buyer proves in writing to Profiles’ satisfaction that there was a breach of the consignor’s warranty of title concerning a lot purchased by Buyer, Profiles shall make demand upon the consignor to pay to Buyer the Purchase Price (including any premiums, taxes, or other amounts paid or due to Profiles). Should the consignor not pay the Purchase Price to Buyer within thirty days after such demand, Profiles shall disclose the identity of the consignor to Buyer and assign to Buyer all of Profiles’ rights and remedies against the consignor to recover such lot property. Upon such disclosure and assignment, all responsibility and liability, if any, of Profiles with respect to said lot or property shall automatically terminate. Profiles shall be entitled to retain the premiums and other amounts paid to Profiles - this remedy is as to the consignor only. The rights and remedies provided herein are for the original Buyer only and they may not be assigned or refinanced upon by any transferee or assignee under any circumstances. Lots containing ten or more items are not returnable under any circumstances. The exercise of rights under this Section 13 must be made, if at all, within thirty (30) days of the date of sale.

OWNED OR GUARANTEED PROPERTY

Profiles in History generally offers property consigned by others for sale at public auction; occasionally, lots are offered that are the property of Profiles in History.

BUYER’S PREMIUM AND SALES TAX

The actual purchase price will be the sum of the final bid price plus the buyer’s premium of twenty three percent (23%) of the hammer price (discounted to 20%) when full payment is made in cash or by valid check). California sales tax shall automatically be added to the purchase price unless exempted.

BEFORE THE AUCTION

You may attend pre-sale viewing for all of our auctions at no charge. All property to be auctioned is usually on view for several days prior to the sale. You are encouraged to examine lots thoroughly. You may also request condition reports (see below). Profiles in History’s staff are available at viewings and by appointment.
Profiles in History is open from 8 a.m. to 5 p.m. on weekdays. The viewing schedule for the auction is published in the front of the auction catalog. Condition Reports If you wish to obtain additional information on a particular lot, or cannot appear at the viewing, Profiles in History may provide, upon request, a condition report. We remind prospective bidders that descriptions of property are not warranted and that each lot is sold “as is” in accordance with the terms of the limited warranty. Condition reports, as other descriptions of property, are not warranted; they are only provided as a service to interested clients. Neither Profiles in History nor the consignor make any express or implied representation or warranty concerning the condition of any lot offered for sale; any information furnished does not modify or negate the limited warranty contained in the Conditions of Sale. See Paragraph 10 of the Conditions of Sale for important restrictions as to reliance on condition reports.

Registration If you are planning to bid at auction, you will need to register with us. Please arrive 30 or 45 minutes before the sale to complete bidder registration and to receive a numbered paddle to identify you if you are the successful bidder. If you are a new client, or if you have not made a recent purchase at Profiles in History, you may be asked to supply bank and/or other credit references when you register. To avoid any delay in the release of your purchases, we suggest that you pre-arrange check or credit approval. If so, please contact Profiles in History at (310) 859-7701 or by fax at (310) 859-3842.

You must acknowledge having read your agreement with all of the Conditions of Sale prior to your registration and prior to your bidding on any lot. The Auction All auctions are open to registered bidders only. You must register to bid or otherwise participate. Bidding Property is auctioned in consecutive numerical order, as it appears in the catalog. The auctioneer will accept bids from those present in the salesroom or absentee bidders participating by telephone, internet or by written bid left with Profiles in History in advance of the auction. The auctioneer may also execute bids on behalf of the consignor to protect the reserve, either by entering bids in response to salesroom, telephone, internet or absentee bids. Under no circumstances will the auctioneer place any bid on behalf of the consignor at or above the reserve. The auctioneer will not specifically identify bids placed on behalf of the consignor to protect the reserve. Bidding increments are registration page.

Absentee Bids If you cannot attend an auction, it is possible to bid by other means. The most common is the absentee bid, sometimes called an “order bid.” Absentee bids are written instructions from you directing Profiles in History to bid for you on one or more lots up to a maximum amount you specify for each lot. Profiles in History staff will execute your absentee bid as reasonably as possible, taking into account the reserve price and other bids. There is no charge for this service. If identical bids are submitted by two or more parties, the first bid received by Profiles in History will take preference. The auctioneer may execute bids for absentee bidders directly from the podium, clearly identifying these as order bids. Absentee Bid Forms are available in the back of every auction catalog and also may be obtained at any Profiles in History location. See Conditions of Sale and Registration Form for absentee bid details. Telephone Bids It is also possible to bid by telephone if you cannot attend an auction. Arrangements should be confirmed at least one day in advance of the sale with Profiles in History at (310) 859-7701. Profiles in History staff will execute telephone bids from designated areas in the salesroom. See Conditions of Sale and Registration Form for telephone bid details.

Internet Bids Profiles in History is pleased to offer live Internet bidding at www.profilesinhistory.com. To ensure proper registration, those Bidders intending to bid via the Internet must visit this site and register accordingly at least one full day prior to the actual auction. Please be aware that there is a maximum 3-second delay in the audio and visual feeds, which may confuse some bidders. If you have questions about this feature, please call Profiles in History in advance of the auction. Winning bidders will be notified by Profiles in History. Profiles in History is not and cannot be responsible or liable for any problems, delays, or any other issues or problems resulting out of the use of the Internet generally or specifically, including but not limited to transmission, execution or processing of bids.

PLEASE NOTE: On some occasions beyond the control of Profiles in History, the Internet bid software or the Internet itself may not physically keep up with the pace of the auction. In order to help avoid disappointment, Profiles in History recommends placing a realistic absentee bid now. Occasionally the auctioneer may eliminate or reject an Internet live bid, and the auctioneer may also reopen a lot after the close of the Internet live bidding (typically but not always because a floor bid or a telephone bid was missed); your bid may be rejected even if you were shown to be the winning bidder. By bidding via the Internet, you acknowledge and agree that Profiles in History may award the lot to another bidder at its sole and final discretion under the circumstances described above or under any other reasonable circumstances. Since the Internet bids are not shown to Profiles in History until Profiles in History opens the lot on the floor, Profiles in History treats those bids the same as floor or telephone bids. In most cases, however, the floor and/or telephone responses before the Internet bid is presented, due to live Internet bid software or Internet lag time; for consistency it is Profiles in History’s policy that floor bids and telephone bids are always considered first over Internet bids with floor bids being considered before telephone bids. Profiles in History strongly urges the bidder to resolve any questions about these policies or their implementation PRIOR TO BIDDING.

Successful Bids The fall of the auctioneer’s hammer indicates the final bid. Profiles in History will record the paddle number of the buyer. If your salesroom or absentee bid is successful, you will be notified after the sale by mail or emailed invoice.

Unsold Lots If a lot does not reach the reserve, it is bought-in. In other words, it remains unsold and is returned to the consignor.

After the Auction Payment You are expected to pay for your purchases in full within seven (7) calendar days of the sale or five calendar days from the invoice date, whichever is later, and to remove the property you have bought by that date. Shipping After payment has been made in full, Profiles in History may, as a service to buyers, arrange to have property packed, insured and shipped at your request and expense. For shipping information, please contact Profiles in History at (310) 859-7701. In circumstances in which Profiles in History arranges and bills for such services via invoice or credit card, we will also include an administration charge. Packages shipped internationally will have full value declared on shipping form. Please remember that the buyer is responsible for all shipping charges from Profiles in History’s offices in California to the buyer’s door. Many of the items in this auction are of unusual size and/or weight; they will require special handling and will incur an additional shipping premium as charged by the carrier.

After approximately 45 business days following completion of the sale, pending payment by the purchaser, you will be sent payment for your sold property and a settlement statement itemizing the selling commission and other damages.

Sales Results Interested clients may obtain sale results for specific lots at least three business days after the auction by calling Profiles in History at (310) 859-7701.

The Seller Auction Estimate If you are considering selling your property, you can bring items to our Calabasas, CA salesroom by appointment only. If a visit is not practical, you may instead send a clear photograph together with dimensions and any other pertinent information you may have. Profiles in History cannot be responsible or liable in any case for damage to or loss to photographs or other information sent.

Consignment Agreement If you decide to sell your property at auction, the procedures are simple and you should find Profiles in History staff helpful to you throughout the process. After discussions with our staff you will receive a contract (Consignment Agreement) to sign, setting forth terms and fees for services we can provide, such as insurance, shipping and catalog illustrations. For all categories, Profiles in History’s standard consignor commission rates are fifteen percent (15%) of the final bid price. Profiles in History generally charges a minimum commission of $100 for each lot sold. Profiles in History will discuss with you a suggested reserve price and our recommendations for pre-sale estimates for each piece of property you consign for sale. The terms and conditions contained in the actual Consignment Agreement will govern our respective rights and obligations; those terms and conditions are controlling over these general guidelines.

Delivery of Property to Profiles in History After you have consigned property to us for sale, you can either bring your property to Profiles in History yourself, arrange with your own shipper to deliver it to us or Profiles in History can arrange for it to be shipped through their shipping department. We are always happy to assist you. For more information please contact us at (310) 859-7701. Property usually arrives at Profiles in History at least three months before the sale in order to allow time to research, catalog and photograph the items. Prior to the auction your property is generally stored at Profiles in History’s facilities.

Pre-Auction Notification Several weeks before the scheduled sale, along with thousands of Profiles in History’s worldwide subscribers.

Catalog Images Some of the images representing group lots may show replicated photographs to illustrate count. Items are sold “as is” with no returns on group lots.

PLEASE NOTE THAT ALL ITEMS IN THIS CATALOG ARE SOLD IN "AS IS" CONDITION. NO RETURNS ACCEPTED.

IMPORTANT SALES TAX INFORMATION

Due to the recent U.S. Supreme Court decision in South Dakota v. Wayfair, Profiles in History may be required under state law to collect sales tax for the winning bidder’s state. In such cases, the winning bidder’s invoice will reflect the sales tax due based on applicable state and local sales tax rates.
IMPORTANT NOTE TO PROSPECTIVE BIDDERS AND DISCLAIMER:

PLEASE NOTE THAT ALL ITEMS IN THIS CATALOG ARE SOLD IN “AS IS” CONDITION. We do our best to properly describe all materials herein, but normal wear and tear is common due to the fragile nature of the items including their age and use in film and TV productions. We are not responsible for a zipper not working, a piece missing from a prop, etc. Tears or alterations to the fabric or original design of a costume, or broken/missing pieces to a prop are to be expected. While many of the props, costumes and other memorabilia are currently displayable in their present condition, these items may require restoration to be returned to their pre-production/screen-used state. Many of the items featured have been modified and altered for subsequent productions and may differ from the original production usage. Elements of fabric, sequins, trim, etc. are often replaced for subsequent productions. We recommend you to inspect items of interest in person.

The term “working prop” denotes that the prop was originally made to do something unlike a static prop. This does not mean that the prop works today, although in many circumstances it may be possible to have the prop restored to its original configuration.

CATALOG IMAGES: Catalog images representing group lots (defined as any lot containing more than one item) may show replicated photographs to illustrate count are sold “as is” and are not subject to return. Not all the items in a group lot are shown and some images in the catalog are cropped for illustration purposes. We strongly encourage you to view the items before bidding or call 1-(310)-859-7701 for a more specific condition report.

PHOTOGRAPHS, ILLUSTRATIONS AND SCREEN SHOTS: Unless otherwise explicitly set forth in the catalog description for an individual item, all photographs, illustrations, and screen shots are furnished solely for reference purposes and not as a statement, representation or warranty that the image depicted is the exact item offered. Due to the fact that multiple props, costumes, and other items are customarily made for and used on or off screen in a motion picture or other program, Profiles cannot and does not represent or warrant that the specific item depicted in the photograph, illustration or screen shot is the very same item offered at auction.

TRADEMARKS: In the catalog descriptions, Profiles takes steps to identify and provide provenance for an item offered at auction. In many cases, the items offered were used in or in conjunction with motion pictures and are furnished in order to fully identify and describe the item offered at auction, including photographs, illustrations, and screen shots. In all cases, the use of the titles or other elements of these motion pictures is for informational purposes only.

COPYRIGHTS: All items offered are original, and neither Profiles nor the Consignor make any statements, representation or warranty concerning the copyright of such items. The depiction of the item in the catalog and other auction promotions are purely for informational and reference purposes regarding the offering of the item at auction.

SHIPPING: Please remember that the buyer is responsible for ALL shipping charges. Many of the items in this auction are of unusual size and/or weight; they will require special handling and will incur an additional shipping premium as charged by the carrier. Please see Terms & Conditions of Sale.

Bidders please note that some items might be located off-site, and are in other states or countries. Profiles has done its best to note each particular lot in which this applies. Please be reminded that in all purchases shipping is to be arranged by the buyer using the shipper of their choice. For a list shippers local to our California offices, please contact us.

“SALE OF AUTOGRAPHED MEMORABILIA: AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY MEMORABILIA DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN CERTIFICATE OF AUTHENTICITY AT THE TIME OF SALE, THIS DEALER MAY BE SURETY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY COLLECTIBLE SOLD BY THIS DEALER.”

Accordingly, Profiles in History will provide a COA in compliance with section 1739.7 for all individual lots noted as “signed”/”autographed” pursuant to the “Terms of Guarantee” as stated in Section 10 in the Conditions of Sale. Conversely, group lots are strictly sold AS IS, without implied or express representation or warranty of authenticity of any items in the lot, and no item in such group lot is being described or has been described, expressly or implicitly, as being autographed. The bidder/buyer will have to determine on his or her own the authenticity of any items in such group lot, without recourse to the auction house or consignor. By bidding and/or buying such group lot the bidder/buyer acknowledges, represents, warrants and agrees that there has been no representation made that any part of the group lot is autographed or is authentic. In order to bid/buy such lot, the bidder/buyer hereby agrees that no such representation has been made to him or her, and he or she hereby waives any remedies available to him/her under section 1739.7 or any other law of any jurisdiction or territory. If the buyer/bidder cannot freely make such acknowledgment, representation, warranty, agreement, and waiver of any rights as set forth above, the buyer/bidder must not bid on/buy the group lot. The buyer agrees to sign a waiver/release upon placing a winning bid in substantially similar form as to what is set forth herein.”

310-859-7701