

ROCKPILE MUSEUM ASSOCIATION

Parade of Pronghorns Benefit Auction: Absentee Bid Authorization

Event	Parade of Pronghorns Benefit Auction
Date and Time	Thursday, September 10, 2026, 6:00 p.m.
Location	Campbell County Rockpile Museum, 900 W 2nd Street, Gillette, Wyoming 82716
Auction Format	Live auction. Twenty lots: ten painted fiberglass pronghorn sculptures and ten decorated European mounts.
Submission Deadline	2:00 p.m. MST, Thursday, September 10, 2026
Return To	Tara Stoneking, Rockpile Museum Association
Beneficiary	Rockpile Museum Association, a Wyoming 501(c)(3) nonprofit corporation, EIN 83-0314119

INSTRUCTIONS

This form authorizes the Rockpile Museum Association (the “Association”) to bid on your behalf at the Parade of Pronghorns Benefit Auction on lots you identify, up to a maximum amount you set for each lot. You do not need to attend the auction.

Complete Parts 1 and 2, read Part 3, and sign Part 4. Complete Part 5 on a separate sheet and return it with the rest of the form. The Association must receive the completed form by 2:00 p.m. on Thursday, September 10, 2026. Forms received after that time may not be executed.

Return the completed form to Tara Stoneking by either hand delivery to the Museum at 900 W 2nd Street, Gillette, Wyoming, or by electronic submission to tara.stoneking@rockpileassociation.org

PART 1. BIDDER INFORMATION

Full Legal Name: _____

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone: _____ **Email:** _____

The Bidder confirms that the Bidder is eighteen (18) years of age or older: ☐ Yes

PART 2. ABSENTEE BIDS

MAXIMUM BID. The amount you write in the Maximum Bid column is the highest amount you authorize the Association to bid on that lot. It is a ceiling, not an offer to pay that amount and not a reserve price. The Association will bid only as much as necessary to hold the leading bid, and never more than your Maximum Bid. If you win a lot for less than your Maximum Bid, you pay only the winning bid amount.

State each Maximum Bid in whole dollars. Maximum Bids do not include shipping or packing charges, which the Buyer arranges and pays separately.

Lot No.	Lot Description	Maximum Bid (US Dollars)
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Optional Limits

If you bid on more than one lot, you may cap your total exposure. The Association will bid on the lots in the order you listed them above and will stop bidding for you once a limit stated below is reached. Leave these lines blank if you do not want a limit.

Total Aggregate Limit across all lots: \$_____

Maximum number of lots I wish to win: _____

PART 3. TERMS AND CONDITIONS OF SALE

These terms govern absentee bidding and any resulting sale. By signing Part 4, the Bidder agrees to them.

3.1 Execution of Absentee Bids

- (a) The Association will execute each Absentee Bid competitively. The Association will bid on the Bidder's behalf only as far as necessary to hold the leading bid, and only up to the Maximum Bid stated for that lot. The Association will not bid the Maximum Bid automatically.
- (b) A Designated Bid Representative, who is a Director of the Association or a delegate appointed by the Board President and who is not bidding personally on any lot, will execute all Absentee Bids. The auctioneer will not execute Absentee Bids.
- (c) The Association will bid at the increments announced by the auctioneer. If a Maximum Bid falls between announced increments, the Association will bid the next lower full increment.
- (d) If an Absentee Bid and a bid from the floor are equal in amount, the Association will treat the Absentee Bid as the earlier bid and the lot will be awarded to the Bidder.
- (e) If the Association holds two or more Absentee Bids on the same lot in the same amount, the Association will treat the form it received first as the earlier bid.
- (f) The Association's record of bidding is conclusive as to the amounts bid and the lots awarded, absent manifest error.

3.2 Acceptance, Revocation, and Attendance

- (a) The Association may decline any Absentee Bid Authorization in its discretion. Submitting this form does not obligate the Association to execute any bid.
- (b) The Association undertakes no obligation to confirm receipt of this form or to report the status of any lot before the auction.
- (c) The Bidder may revoke this authorization, in whole or as to any lot, only by written notice actually received by Tara Stoneking before the auctioneer opens that lot. Oral revocation is not effective.
- (d) The Bidder may attend the auction and bid in person. If the Bidder bids in person on a lot listed in Part 2, the Absentee Bid on that lot is withdrawn as of the Bidder's first in-person bid on that lot.

3.3 Payment

- (a) The Buyer pays the hammer price. The Association charges no buyer's premium for this auction.

- (b) The Association will charge the payment card authorized in Part 5 for the full amount due within one (1) business day after the auction.
- (c) If the card is declined, the Buyer shall settle the full amount within three (3) business days of notice by cash, check payable to the Rockpile Museum Association, or another payment card. If the Buyer does not settle within that period, the Association may void the sale and re-offer or otherwise dispose of the lot.
- (d) The Association will furnish the Buyer a written receipt and acknowledgment following payment.

3.4 Sales Tax

The Association treats the sale of lots at this event as an occasional sale made by a charitable organization for fund raising purposes and not in the course of any regular business, exempt from Wyoming sales tax under Wyo. Stat. Ann. § 39-15-105(a)(iv)(C). The Association will not add sales tax to the hammer price.

3.5 Title, Risk of Loss, and Condition

- (a) Title to a lot and risk of loss pass to the Buyer upon payment in full.
- (b) The Association insures the lots through public display and the auction. That coverage ends when risk of loss passes to the Buyer. From that point forward the Buyer bears the risk of loss or damage, including during any storage period at the Museum and during packing, loading, and transit.
- (c) **ALL LOTS ARE SOLD AS IS, WHERE IS.** The sculptures and mounts have been displayed outdoors and show wear consistent with outdoor display. The Association makes no representation or warranty of any kind, express or implied, as to the condition, durability, weather resistance, authenticity, or fitness for any purpose of any lot. Catalog descriptions, dimensions, and photographs are provided for identification only and are not warranties.
- (d) Lots are available for inspection before the auction. The Bidder is responsible for satisfying the Bidder as to the condition of any lot on which the Bidder bids. Bidding without inspecting is at the Bidder's risk.

3.6 Pickup, Storage, and Abandonment

- (a) The Buyer shall collect each lot from the Museum at 900 W 2nd Street, Gillette, Wyoming, by appointment, within thirty (30) days after the auction, on or before October 10, 2026.
- (b) The Buyer, or a person the Buyer authorizes in writing, shall present photograph identification and sign a pickup receipt at collection.

- (c) A lot not collected by October 10, 2026 accrues a storage charge of ten dollars (\$10.00) per lot per day. The Association will invoice storage charges to the Buyer, and the Association need not release the lot until the Buyer pays all accrued charges.
- (d) A lot not collected by November 9, 2026 is deemed abandoned. The Association may then sell, donate, or otherwise dispose of the lot in accordance with Board Policy 03-02 (Property Management). The Association will not refund the purchase price, and the Buyer remains liable for storage charges accrued through the date of disposition.

3.7 Packing and Shipping

- (a) The Buyer arranges and pays for all shipping. The Association is not the shipper and will not contract with a carrier on the Buyer's behalf.
- (b) At the Buyer's written request, the Association will facilitate packing at the Buyer's expense. The Association will invoice packing charges at cost, payable before the Association releases the lot.
- (c) The Association is not liable for loss of or damage to a lot occurring during packing, crating, loading, or transit. Risk of loss has passed to the Buyer under Section 3.5.
- (d) The Bidder should note that the fiberglass pronghorn sculptures are large and heavy and require freight handling and a suitable vehicle. The Bidder should confirm transport arrangements before bidding.

3.8 Charitable Contribution and Substantiation

- (a) A payment at a charity auction is a quid pro quo transaction. Under 26 U.S.C. § 6113 and I.R.S. Publication 1771, only the amount the Buyer pays in excess of the fair market value of the lot may be treated as a charitable contribution.
- (b) The Association publishes a good faith estimate of the fair market value of each lot in the auction catalog. The Bidder should review that estimate before setting a Maximum Bid.
- (c) Following payment, the Association will furnish the Buyer a written acknowledgment stating the amount the Buyer paid and the Association's good faith estimate of the fair market value of the lot.
- (d) The Association is a Wyoming nonprofit corporation exempt from federal income tax under 26 U.S.C. § 501(c)(3), EIN 83-0314119. The Association states the fair market value; the Buyer determines the deductible amount based on the Buyer's own circumstances.

3.9 Privacy

The Association handles Bidder information in accordance with Board Policy 03-03 (Confidentiality and Data Protection). The Association will not sell or trade Bidder information.

☐ I request that the Association not publicly identify me as the buyer of any lot I win.

3.10 General

- (a) Wyoming law governs this authorization and any resulting sale, without regard to conflict of laws principles.
- (b) This form states the entire agreement between the Bidder and the Association concerning absentee bidding at this event and supersedes any prior oral understanding on that subject.
- (c) If a court holds any provision unenforceable, the remaining provisions continue in effect.
- (d) The Bidder may not assign this authorization.

PART 4. BIDDER AUTHORIZATION AND SIGNATURE

The Bidder authorizes the Rockpile Museum Association to bid on the Bidder's behalf on the lots and up to the Maximum Bids stated in Part 2. The Bidder has read and agrees to the Terms and Conditions of Sale in Part 3. The Bidder understands that a successful bid creates a binding obligation to purchase the lot at the hammer price.

Signature: _____

Printed Name: _____

Date: _____

ROCKPILE MUSEUM ASSOCIATION

Part 5. Payment Card Authorization

CONFIDENTIAL PAYMENT CARD AUTHORIZATION

Complete and return this page with your Telephone Bid Authorization. The completed form may be returned by hand delivery or by email to tara.stoneking@rockpileassociation.org. The Association will use the card information only for purchases authorized under this agreement and will destroy the payment card information after the auction in accordance with its procedures.

CARDHOLDER INFORMATION

Bidder Name (must match Part 1): _____

Name as it appears on the card: _____

Card Type: ☐ Visa ☐ Mastercard ☐ American Express ☐ Discover

Card Number: _____

Expiration Date: ____ / ____ **Security Code:** _____

Billing Address: _____

Billing City: _____ **State:** ____ **Billing ZIP:** _____

AUTHORIZATION

The Cardholder authorizes the Rockpile Museum Association to charge the card identified above for the full hammer price of each lot the Bidder wins at the Parade of Pronghorns Benefit Auction held September 10, 2026. The Association will charge the card within one (1) business day after the auction. No buyer's premium applies and the Association will not add sales tax.

This authorization covers purchases at this auction only. It does not authorize storage charges, packing charges, or any other amount, which the Association invoices separately.

Cardholder Signature: _____

Printed Name: _____ **Date:** _____

ASSOCIATION USE ONLY

Action	Name	Date and Time	Initials
Form received			
Card keyed and authorized			
Charge processed			
Page destroyed by cross-cut shred, witnessed			