

ROCKPILE MUSEUM ASSOCIATION

Parade of Pronghorns Benefit Auction: Telephone 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 arranges for the Rockpile Museum Association (the “Association”) to telephone you during the Parade of Pronghorns Benefit Auction so that you can bid live on lots you identify. A representative of the Association will relay your bids to the auctioneer as you give them.

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 accommodated.

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:** _____

Email: _____

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

Telephone Numbers

The Association will call the primary number first and the secondary number only if the primary number does not answer. Provide numbers at which you can be reached continuously from 5:45 p.m. until the auction concludes.

Primary Telephone: _____

Secondary Telephone: _____

If a person other than the Bidder may answer and place bids on the Bidder's behalf, identify that person below. The Bidder authorizes that person to bind the Bidder.

Authorized Person (optional): _____

PART 2. LOTS AND FALLBACK MAXIMUM BIDS

FALLBACK MAXIMUM BID. Telephone connections fail. If the Association cannot reach you when your lot opens, the Association will bid on your behalf up to the Fallback Maximum Bid you state below, exactly as it would execute an absentee bid. A Fallback Maximum Bid is a ceiling, not an offer to pay that amount and not a reserve price. If you leave the column blank for a lot, the Association will place no bid on that lot if it cannot reach you. Stating a Fallback Maximum Bid is optional but strongly recommended.

Lot No.	Lot Description	Fallback Maximum Bid (optional)
		\$
		\$
		\$
		\$
		\$
		\$

PART 3. TERMS AND CONDITIONS OF SALE

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

3.1 How Telephone Bidding Works

- (a) 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 place the call and relay the Bidder's bids to the auctioneer. The auctioneer will not conduct telephone bidding.
- (b) The Association will attempt to reach the Bidder approximately two (2) lots before each lot listed in Part 2 opens. The Bidder shall remain reachable from 5:45 p.m. until the auction concludes, around 7:45 p.m.
- (c) The Association will call the primary number and, if that number does not answer, the secondary number. The Association is under no obligation to make further attempts.
- (d) A bid is placed when the Designated Bid Representative announces it and the auctioneer acknowledges it. Once the auctioneer acknowledges a bid, the bid is binding and the Bidder may not retract it.
- (e) The Association will bid at the increments announced by the auctioneer. The Bidder is responsible for stating bids clearly and promptly. The auctioneer may close a lot while the Bidder deliberates.
- (f) The Association's record of bidding is conclusive as to the amounts bid and the lots awarded, absent manifest error.
- (g) The Association may record telephone bidding calls for its records. By signing Part 4, the Bidder consents to that recording.

3.2 Failure of the Telephone Connection

- (a) The Association is not liable for any failure to establish or maintain telephone contact with the Bidder, **including a busy signal, an unanswered call, a dropped call, poor reception, network congestion, carrier outage, equipment failure, or human error**, whether or not the Association caused the failure.
- (b) If the Association cannot reach the Bidder when a lot opens, the Association will execute the Fallback Maximum Bid stated for that lot in Part 2, if any, in accordance with the same rules that govern absentee bids: bidding competitively, only as far as necessary to hold the leading bid, and never above the stated amount.
- (c) If the Bidder stated no Fallback Maximum Bid for a lot, the Association will place no bid on that lot.
- (d) If a call drops after bidding has begun, the Association will attempt one reconnection. If reconnection fails, the Association will continue bidding up to the Fallback Maximum Bid, if any, and otherwise will stop bidding at the last amount the Bidder authorized.
- (e) The Association offers telephone bidding as a courtesy. Telephone bidding is not guaranteed, and the Association may decline or discontinue it in its discretion.

3.3 Acceptance, Revocation, and Attendance

- (a) The Association may decline any Telephone Bid Authorization in its discretion. Submitting this form does not obligate the Association to place a call or execute any bid.
- (b) The Association undertakes no obligation to confirm receipt of this form 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, or by informing the Designated Bid Representative during the call for that lot.
- (d) If the Bidder attends the auction in person, this authorization is withdrawn in its entirety.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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 3.6.
- (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.

3.9 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 will make its good-faith estimate of the fair market value of a lot available to a Bidder upon request before bidding.
- (c) Following payment, the Association will furnish the Buyer a written acknowledgment stating the amount 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.

3.10 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.

3.11 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 telephone 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 requests that the Rockpile Museum Association telephone the Bidder during the auction for the lots listed in Part 2, and authorizes the Association to relay the Bidder's bids to the auctioneer. The Bidder authorizes the Association to execute any Fallback Maximum Bid stated in Part 2 if the Association cannot reach the Bidder. The Bidder has read and agrees to the Terms and Conditions of Sale in Part 3, including the limitation of liability for telephone failure in Section 3.2. 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

C 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			