



## Rules, Terms & Conditions

### REGISTRATION

You must register for the Auction before the final day of bidding. It is easy, quick, free and can be done on our website. We can also register you over the phone at (614) 551-9758.

### BUYERS PREMIUM

An Industry Low Buyers Premium of 9.9% will be added to the final bid amount. Example would be if you win an item with a bid of \$100, your bill for the photo will be \$109.90 plus shipping.

NOTE If paying via PayPal a convenience fee of 3% will be added to the total at the end of the auction when you click to pay using this option.

### PAYMENT OPTIONS

RMY Auctions accept Checks, Money Orders, and Zelle! We do also offer PayPal as a convenience. Credit Card payments can be processed through PayPal.

### PAYMENT DURATION

At RMY Auctions we believe firmly in matching the right photo with the right home. We like to think that we are caretakers for these pieces of History and not really "owners". It is important to us that if someone finds a photograph that they have been looking for, or depicts a family member or is of particular interest to a specific individual that we do everything we can to make purchase of this item possible. As such, we offer a full ONE MONTH to pay your Auction invoice and in other instances, possibly longer. There is no credit check or interest on this, and we do not need to "know you" it is just a service we offer to our fellow collectors in trying to make it

possible for you to purchase each and every item you want, and make sure that they all go to the right caretaker. If anyone wishes to discuss this with us, please feel free to call or email.

## **SHIPPING**

(Domestic Shipping) We offer different shipping charges to our U.S. customers in order to better serve you and save money. All subtotals (before buyer's premium) that total over \$150 will ship USPS Priority Mail shipping. For orders that do not contain oversized images or graded slabs from PSA, we can ship in an envelope via USPS Priority Mail for \$10 plus the actual cost of insurance. For oversized and orders that contain PSA slabs we ship those in medium sized USPS Priority Mail boxes and the cost is \$16 plus the actual cost of insurance. This rate covers materials, labor, and shipping charges as well as a Lifetime Guarantee LOA with each photograph. The shipping charge is for as many photographs as you win! Invoice subtotals below \$150 before the buyer's premium will be sent via First Class Mail for \$6 plus the value of the insurance.

(International Shipping) is offered to anywhere in the World, but the charges will be based on weight, method of shipping, and value. These international shipping charges will be determined at the end of the auction. This generally starts at \$14.95 and can go up from there, but we will do our best to work with our buyers to provide the safest and most cost-effective method based on the rates for your particular country.

## **STARTING BIDS**

We start all our lots at \$25 no matter how valuable the items might be. We believe in letting the market decide the value. Any unsold items will be available on a "First Come, First Serve" basis after the Auction by calling or e-mailing us directly, and their availability will be at the discretion of the consignor or owner.

## **ESTIMATES**

We do not use estimates in our auctions but would be happy to talk to potential buyers and give our opinion of the fair market value or expect end price of any item in our auctions.

## **BID INCREMENTS**

Bidding increases will be accepted in increments of 10% above the current high bid up to \$5000 at which point the increment will lower to 5%. There are no exceptions to the bid raise amounts. There are several bidding options:

- Next Bid (the next amount necessary to bid on the item)
- Autobid ("max", "ceiling" or "up to") Bids (up to a specific amount that you choose, the software bidding competitively on your behalf).

Our software ensures that Consignors are not allowed to bid on their own items. We have also designed our software so that we absolutely can't see any ceiling bid, EVER. This is an absolute rule and our software makes it impossible for this to be broken! Unlike other auction houses, your ceiling bids are absolutely secure at RMY Auctions!

RMY Auctions uses the MOST secure auction software in the world designed by Create Auction LLC. There is no back door where anyone can ever see your password, maximum bid, or even if you have placed a maximum bid on an item. Other software providers can have these functions turned off, but there is always a way you can see this information if you really want to. With Honest Auto Bid from Create Auction LLC., there is absolute peace of mind that your high bids will be known only to you!

## **BIDDING AND EXTENDED BIDDING**

All Auctions will follow the same ending rules and times (no longer a difference between Collectors and Premier Auctions). Bids can be placed immediately after an auction has opened and you can bid on as many items as you want until the auction goes into extended bidding. It is encouraged that initial bids be placed early and often. On the final day of the auction at 8:00 PM Eastern Time, bidding will enter into an "extended bidding" period and after this time you may only bid on items which you previously placed a bid during the initial bidding phase.

RMY Auctions uses the "15-Minute Rule." After 8:00 PM Eastern Time our clock will count down in real time the amount of time remaining until such time as no lots receive even a single bid for a period of 15

minutes. At this time the auction will officially close and "Time Left" will read "Auction Has Ended." If the auction continues to be active until 12:00 AM EST, every lot will then enter a final 10-minute lot-by-lot close. Every lot will now be on its' own 10-minute clock and the lot-by-lot countdown started. Place a bid on a lot and the individual lot clock will reset to 10 minutes. When any individual lot clock counts down to 0:00, that lot will close.

## **BIDS**

Placing a bid in the auction constitutes an acceptance of our terms and conditions and is a legally binding contract between the individual bidder and RMY Auctions. We strive to be the most flexible Auction Site in the Industry, but please take your bids seriously.

## **RESERVES**

It is the goal of RMY Auctions to sell as many lots as possible. As such our goal is to never have reserves. On rare occasions we may offer an item of particular interest or historical importance with a reserve. In these instances, the fact that there is a reserve will be clearly noted.

## **OUTBID NOTIFICATIONS**

We will send e-mails to the address used when registering to notify if you have been outbid on a photo. We are also excited to be able to offer outbid notifications via text message as well!

## **WATERMARKS**

To help protect the investments of the consignors, as well as the potential owner, we watermark all our images. While the mark is made as small and transparent as possible, we recognize that they are sometimes a bit distracting when viewing the lot and apologize for this in advance. Please rest assured these marks ARE NOT on photos themselves. We also have decided to not watermark the backs so they can be clearly examined. If any potential buyer wishes to receive a scan of an item without the watermark, we will gladly comply with this request.

## **PHOTO SIZES & EDITORIAL MARKS**

Photographs (especially Press Photos) need to be viewed as Utilitarian and functional tools of an industry (more like game used equipment) and not viewed the same as Baseball Cards, Stamps, or coins in regard to condition. These were part of the production process in Newspapers, Periodicals, and other forms of artistic media and as such they will show signs of this use in varying degrees. No two photos were ever the exact same size and quality and many were trimmed down by the original photographers to fit the needs of specific clients and others may have been trimmed by the end party (newspapers etc.) for their specific needs. Others were often colored, enhanced with pencils by tracing the image, and even die cut for specific editorial purposes. When evaluating these photographs and describing condition flaws, size is never a factor as well as original editorial marks. These will be mentioned in the description (if detectable) but will not be part of the "grading process" as they do not represent "flaws" but are part of the living history of the item. We can only grade and evaluate what we have before us and as such it is important to rely on our knowledge of the item, but also to also do all appropriate research and fact finding from the buyers end too, before making any purchase. It is also through this philosophy that we will never take the backs of photographs into account when grading and evaluating the image. With antique photography, the more stuff on the backs (stamps and captions) the better so nothing will be graded down due to back issues unless the issues show through to the front of the photograph and affect its aesthetic appeal.

## **PHOTO GRADING**

The grading of vintage photography is completely subjective and used by RMY Auctions as one of many tools for a potential buyer to evaluate the items they may wish to purchase. Our grading scale is listed below and represents a ground-breaking attempt to help standardize a new industry when scans are sometimes just not enough! We have been shocked both pleasantly and unpleasantly in our years of buying and selling photos at the way they scan, and the descriptions people use when evaluating an image and this is an attempt to help alleviate that pain.

Sometimes a photo looks great in a scan and the person describes the flaws but in person they are much worse than they appear. Sometimes also a person may make a long list of flaws to be safe and might get a beautiful photo in mail that is much better than they thought. The gelatin surfaces of photos sometimes also make them look much worse on a scanner than they do in person! This grading process is an attempt to help standardize the industry in COMPANIONSHIP with Scans and Descriptions!

Please consider our technical grades as a "helpful opinion" and a part of the buying process and not the definitive authority on whether the photo is good for you as an individual. For evaluation of condition, we recommend FIRST viewing the image thoroughly, SECOND read the description for mentioned flaws and THIRD look at the technical grade. We grade our photographs on a scale of 1-10. This is broken into two categories each holding a 5-point weight for "Condition" and "Quality".

## **CONDITION**

Refers to the physical condition of the print once it left the hands of the photographer. This takes into account wear, creasing, pinholes, breaks, missing segments, staining, soiling etc. The lowest a photo can be is a 1/5 and that would indicate a severely damaged photo with little eye appeal. A photo that grades a 5/5 can still have some minor corner wear, slight curling or rippling from the gelatin surface and some slight handling wear when tilted to the light but it looks aesthetically like it did when it was produced.

- 5/5 Is NOT "Mint" or "Near Mint" but it simply means it is a fine specimen with no damage or flaws beyond slight handling wear. It will appear as it was originally issued and housed in the newspaper archive.
- 4/5 – 4.5/5 Will have flaws, and usually handling wear or something minor like some corner creasing or small pinholes etc.

- 3/5 - 3.5/5 Will have more severe flaws but still retain good condition overall. A larger crease or corner chips or surface wear and creasing can be in this range along with multiple pinholes on the borders etc.
- 2/5 – 2.5/5 Will have some moderate to maybe even borderline major damage such as severe creasing or large chunks missing from the borders or corners but not all of these. It is a photo that has obvious condition flaws but is still complete for the most part and is presentable
- 1/5 – 1.5/5 Is a photo with issues that would be immediately noticeable upon viewing it with the naked eye. These generally will need to have significant value and collector demand to be worth a considerable amount given the condition flaws.

Once again, the reverse of the image, possible trimming at one time and any editorial marks (or removal of marks unless they have damaged the photo itself) will not be factored into the "grade" but will be mentioned in the item's description. Our "opinion" on the technical grade of the photo will never be a basis for a return of the image. Please ask any and all questions about any items that may be of interest before you bid on an item.

## **QUALITY**

Refers to the image quality and this is a determination of how crisp, detailed and clean the image is.

- 5/5 Is a photo which has perfect clarity and contrast and shows detail beyond what is visible to the naked eye even under magnification. This is a photo that was shot exactly how the photographer intended.
- 4/5 – 4.5/5 Is a photo that might be just a hint off register or perhaps was shot from a distance and then developed closer (blown-up) resulting in loss of detail. Still a crisp and clean photo that looks perfect to the naked eye. Wire photos can fall into this range as well.
- 3/5 – 3.5/5 Is an image with blurriness or registration issues but still has eye appeal and is within the realm of an acceptable image.

- 2/5 – 2.5/5 is a photograph that will be very blurry and out of focus and would be something that would be of minimal appeal to collectors but might have some desirability if the subject matter is quite nice. It would need to be a photo of quite historical importance for an image of this quality to be desired by collectors.
- 1/5 – 1.5/5 is a photo of poor quality and with little or no collectors appeal unless it was very significant. It is almost inconceivable that we would offer a photo of this quality but they do exist.

## **OVERALL**

The condition grade and quality grade are listed individually within each lot and then added for a number grade out of 10. For example, if a Photo is quite nice but has a few minor creases and a pinhole it might get a grade of 4/5 on condition grade, but it might be slightly off register and get a 4/5 on its quality grade for an 8/10 overall. Similarly, you can get an 8/10 by having a perfect condition photo that is off register (5/5 condition and 3/5 quality) or the other way around (3/5 condition and 5/5 quality). This is a process that has taken years to develop, and we feel is a good indication of what is important when an individual decides whether they are interested in a photograph!

## **PHOTO AUTHENTICATION (OUR SYSTEM)**

Photo Authentication is a tough deal, and we recognize that. Experts can disagree, especially when different systems of evaluation are used (such as RMY crossing over to PSA and vice-versa). We have the highest level of respect for PSA and others as experts in the field and use them ourselves, but they have different standards and methods of evaluation. At RMY we have adopted a system that we feel takes the best aspects of other processes we are familiar with and eliminates some of the handcuffs of trying to fit images into small boxes based on year and what type of paper was used. We have been analyzing vintage photography for over twenty years and have viewed approximately four or five million images in that time, the vast majority directly in their natural state at archives that have not been contaminated by collectors and investors. We keep an extensive archive of stamps and paper types to aid us in our evaluation and employ a vast network



of collectors and experts as well. We learn new techniques and styles that are employed by photographers and newspapers every year and adapt our system as our knowledge grows.

We are completely objective and do not take into account other people's evaluation systems when examining photographs. We will, from time to time at our discretion, mention how PSA treats photographs as a tool of clarification. We make no guarantees whatsoever that any particular grade or evaluation of photographs will cross-over to another grading or evaluation system. You have between 2 and 3 weeks from the time an auction goes live to evaluate an image, ask questions of RMY Auctions or contact any other system of evaluation and authentication to determine how a particular photo might fit into their system. If at the auction end you have won a photograph, you have done so based on our evaluation and your own research when it comes to the potential of a photograph crossing over into the PSA system (for example). We guarantee the authenticity of the image based on approximate age and an objective evaluation of the image clarity, but make no assertions about how PSA or any other system will classify the photograph. We do not give money back guarantees based on the opinion of PSA or any other photo evaluation system based paper age or whether a photo is or is not off the original negative. We honor our lifetime guarantee if we have made a gross or negligent error. Examples of this would be if the photo does not depict what we say it does, is of modern fraudulent creation, we are SIGNIFICANTLY off in our dating of the paper, or we have authenticated a wire photo, photos with clear evidence of being off a duplicate negative (creases or editorial marks embedded into the negative that are not from the original photographer) or computer-generated digital print as a Vintage 1 etc.

Please keep the above information in mind when bidding and if you are not comfortable with an image for any reason, please do not bid on the photograph. You can call us or e mail us with any questions and we can try our best to help you figure out if a photo may or may not cross-over into another system, but if there is any doubt in your mind, just let the photo go to another bidder and move on with your life. We want you to be happy with your purchase but do not want investors to be "taking chances" with blank backed images or photographs that might cause problems under the PSA evaluation system and then come back to us with complaints after the fact.

RMY and PSA (among others) all have the same objective, to grow the photo industry and promote a working relationship with each other while recognizing that there are different systems of evaluation in place. We all want the best for collectors and investors, but different systems are being used so please do your due diligence and make sure you are comfortable with everything you bid on!

### **VINTAGE 1**

This is an original photograph produced from the original negative within approximately 5-8 years of the photographer taking the photo. This is an objective analysis on the years involved but offers a wider window of time to be safe than other systems. This longer window of time allows us to authenticate based on a variety of factors and not solely on stamps and back marks which could be used for up to 10-20 years. We feel that it offers a better window for paper and back stamp analysis when concrete dates and paper captions are not present.

### **VINTAGE 2**

This is an original photograph produced from the original negative within approximately 6-15 years of the photographer taking the photo. This is essentially what collectors already use in many of the current systems in place, but again helps collectors differentiate between one made a few years after the original was taken and one that was made by a photographer with the original negative yesterday, mostly in absence of concrete date stamps and paper labels.

### **VINTAGE 3**

This is an original photograph produced from the original negative within approximately 15-25 years of the photographer taking the photo OR dates prior to 1950, whichever is later. For example, a 1915 Photo of Babe Ruth with the Red Sox made in 1934 when he retired from baseball, or the same photo from 1948 when he died would both be in this category as they both have strong collectability and are far superior to one made yesterday in somebody's photo studio.

## **NON-VINTAGE**

A photograph taken after 1950 and after approximately 25 years of time has passed since the original was taken. An example would be a 1951 Mickey Mantle Rookie Image developed in 1985, or a 1982 Cal Ripken photograph developed yesterday. These are images that still have display appeal or are highly collectible images despite being made much later than the original.

## **WIRE**

We will not give this a number. These will be graded as "Wire" and then an approximate age if it does not fit within the 5-8 year window, similar to a Vintage 1.

## **NEGATIVES**

Same authentication as Wire Photos with "vintage" being an original (no 5-year period needed) and "copy" being a copy negative.

## **SLIDES/TRANSPARENCIES**

Same authentication as Wire Photos with a 5-year window and "Vintage" or "Non-Vintage" being used to identify the age.

### **(b) Qualification**

(b) Will be a qualifier for images that are NOT from the original negative but will follow the same rules for age as the "Vintage 1-3" as listed above. So, a 1915 Babe Ruth photo in Red Sox uniform that was editorially enhanced and then re-photographed and developed IN 1915 would be a "Vintage 1(b)" indicating it is original to 1915 but done from a copy negative. NOTE Some photographers would themselves do this and we feel to reclassify their own work is arrogant and pretentious. If George Grantham Bain took a photo of Honus Wagner in 1910 then took it back to his studio and developed it only to find a fan in the background doing something inappropriate and then HE touched it up and HE took photo again and developed the copy negative, is it really fair to then re-classify his work as inferior since the final product is what the photographer

himself gave us as HIS finished work? We believe not and as such we will not use the (b) qualification if there is concrete evidence (through photographer's stamps etc.) that the original photographer did use the copy negative and produced it within the timetables listed above.

## **QUESTIONS & COMMENTS**

It is our goal at RMY Auctions to specialize and expand the buying and selling experience of vintage photography. We would love to talk to any and all collectors and answer questions. We will ALWAYS offer FREE opinions on photographs through scans or in person to ANY registered bidder! If you have an archive or photo you wish to sell, or simply learn more about, we would love to hear from you whether it is 1 photo or 10,000,000 photos, we LOVE to talk about vintage photography! With any questions, concerns, or comments about anything we have please feel free to contact us at:

### **RMY Auctions**

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RMY Auctions provides its users with an Internet auction service for the purpose of buying and selling personal property. Users agree to provide certain current, complete, and accurate information about themselves and to maintain and update this information as required to keep it current, complete and

accurate. All information requested on original sign up shall be referred to as registration data ("Registration Data"). Furthermore, user grants this Auction Site the right to disclose to third parties certain Registration Data about User and Service membership in the aggregate; however, such disclosures will exclude user's name, mailing address, email address, account and phone number, unless: (1) User expressly directs this Auction Site to disclose such information, or (2) this Auction Site is required to disclose such information by any applicable law or legal process served on this Auction Site.

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Users agree to provide true and accurate information about themselves in the registration form. If any information provided by user is incomplete or inaccurate, this Auction Site retains the right to terminate user's membership and rights to use the Service. As part of their registration, users will receive a User ID and Password. Users are encouraged to keep their User ID and Passwords private because the foregoing data is the only information needed for purchasing power. Users are responsible for the confidentiality of their User ID and Password as well as for any and all activities that occur under their user ID and password-protected account. User agrees to immediately notify this Auction Site of any unauthorized use of their User ID or Password, or any other breach of security known to user.

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## **BIDDING AND BUYING**

RMY Auctions has the right to establish general practices and limits concerning users' bidding privileges and procedures. A user who has entered the highest accepted bid at the end of an auction is obligated to complete the transaction. Once entered, bids are NOT retractable. This Auction Site and its host are not responsible for bids not being processed or not being accepted due to technical difficulties. Moreover, bid manipulation of any kind is expressly forbidden. A consignor is prohibited from placing bids or arranging to have bids placed on behalf of consignor, consignor's agent or assigns. No shell bidding is allowed. Buyers are prohibited from communicating with each other with the purpose of manipulating the final purchase price of an item. Please note that it is a violation of law to make bids in a false name or with an invalid payment method, even if our software initially accepts such a bid. Be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us, which can be used by law enforcement officials to identify you. Do not test our auctions with false bids. This puts you at substantial personal legal risk. Fraudulent bidders will be prosecuted to the fullest extent of the law. Currently, both the FBI and the US Secret Service are responsible for investigating all Internet fraud cases.

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**Terms Updated 4-10-2023**