



Online Auction Terms of Sale

Thank you for participating in this **Agee & Johnson Realty and Auction, Inc** online auction.

By registering and participating in the online auction, you agree to the following: **Agee & Johnson Realty and Auction, Inc** strongly encourages bidders to inspect all items before bidding. Bidders may find the inspection schedule and location on the details pages of each auction. All items are purchased as is, where is without warranty expressed or implied. If you do not attend the scheduled preview, you wave all rights to dispute your purchases. Buyers are responsible for rigging, loading, and moving all items purchased without assistance from **Agee & Johnson Realty and Auction, Inc**. No item shall be removed before full settlement. Registration with a valid credit card is required before placing a bid in an online auction. The credit card is used only to secure one's bids or if the payment period for an auction has elapsed. In the event that your item(s) are not picked up, your credit card will be charged the full amount of purchase plus a \$10.00 no show fee. All items not picked up at the designated pick up time will be considered abandoned property and will not be the responsibility of **Agee & Johnson Realty and Auction, Inc**, the auctioneer or the seller. By registering for this auction, you hereby agree to these terms. If you find any of these terms unacceptable, please do not bid.

In order to bid on auction items, all bidders must be enrolled to bid on the online auction. There is no fee to create an account, however the Auctioneer reserves the right to revoke or enable bidding. By bidding you are representing to the Auctioneer and the seller that you have read and agree to be bound by all terms and conditions for this sale as stated herein. DO NOT BID unless you have read and agreed to be bound by the Contract for Sale, Sale Day Notes, Property Disclosures (if applicable), **Agee & Johnson Realty and Auction, Inc** Co Terms of Service and the auction Terms of Sale as they are enforceable against you.



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10% Buyer's Premium added to bid to determine final sale price. All items in this auction have a soft close beginning at 8:00 pm unless otherwise noted. You must bring your credit/debit card to the pick up.

There is a 'NO SHOW' fee of \$10.00 that will be added to your invoice and charged to your credit card if you do not show up at the designated pick up time.

Contract of Sale Default

If the high bidder executes and returns the Contract and other required documents and the down payment, but fails to complete the transaction for ANY reason (including, but not limited to, remitting the total purchase amount), the high bidder shall relinquish ANY right to complete the transaction and shall have no rights or interest in the property, as well as forfeit all down payment monies as liquidated damages to Seller.

PLEASE BE ADVISED: Tennessee statutes (and other various states) give the Seller the right to pursue legal actions against bidders who refuse to complete transactions. This may include (but not limited to) suit to compel completion of the sale, and/or criminal charges of fraud or other intentional act.

The Auction Process

Bidding starts at the nominal Opening Bid(s) indicated and is open to all who registered and are approved. The Auctioneer will call the sale and control all increments of bidding (live/online). Online auctions will either be LIVE or TIMED for a pre-determined period of time. The Auctioneer reserves the right to extend bidding if overtime period is necessary.

The Auctioneer may start, stop, pause and re-open bidding at the Auctioneers sole discretion and shall serve as the sole arbiter as to who is or is not allowed



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to bid. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down properties or quantities offered to sell out of scheduled, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding and to accept or reject any or all bids. Absentee bids may be accepted at the discretion of the Auctioneer. Any and all decisions if the Auctioneer regarding the order and conduct of auction shall be final and absolute without liability to any party. Seller reserves the right to cancel withdraw any property at any time.

As Is, Where Is Sale

All properties are sold "As Is, Where Is" with no financing, inspections, or other contingencies to sale. Auctioneer represents the seller only and does not inspect properties on bidders behalf. Bidders must conduct their own due diligence and investigation of each property to determine the suitability of each parcel prior to placing bid. Bidders must rely solely upon their own investigation and not any information provided by the Seller or Auctioneer. Failure for a bidder to be fully informed on the condition of a property will not constitute grounds for a claim adjustment or to cancel the sale. All the information contained regarding the property was obtained from official county maps or other sources deemed reliable, but it not guaranteed and may be in error. Furthermore, the Auctioneer and Seller DO NOT WARRANT the accuracy thereof. Unless stated otherwise, Seller has made no independent investigation of any information provided, and assumes no responsibility for the providing of/or absence of any information, whatsoever, or for the accuracy thereof. Read the Contract of Sale and Property Notes/Disclosures to determine the existence of any disclosures, exclusions, representations and disclaimers. Do not bid if you have not inspected the property(s). By bidding you agree to all disclosures. Buyers will receive a good general warranty by seller.

Disclaimers & No Warranties



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Auctioneer and the seller expressly disclaim any liability for errors, omissions, or changes regarding any information provided for these sales. Please read the contract for sale, and property notes for a full and complete understanding of auctioneer and sellers disclaimers. Bidders are STRONGLY urged to rely solely upon their own inspections and opinions in preparing to purchase the property and are expressly advised to not rely on any representations made by the seller or their agents and employees. Property information may change without notice and potential purchasers should investigate all data fully before relying upon it.

You are entering into a binding contract. There are no refunds or bid cancellations. The registered bidder is personally responsible, legally and financially, for all auction items bid upon whether representing one's self or acting as an agent. An online bid accepted at public auction is a legal and binding contract. Any bidder who fails to consummate a purchase will be banned from bidding at all future **Agee & Johnson Realty and Auction, Inc** events and maybe pursued for civil and/or criminal violations.

Payment

Payment Type: Cash, Good Check or Credit Card/Debit Card at time of Pick Up. Credit Card/Debit Card can be used for online payment; however, all credit card transactions will have a 3% convenience fee. \$3000 credit card/debit card purchase limit.

Real Estate

The auction & conveyance of each property shall be governed by, and your registration (online or in person) evidences each bidder's agreement with, the Contract for Sale at Auction, including all addenda, exhibits, disclosures, and other required documents (together, the "Contract for Sale") and Sale Day Notes, Disclosures, the **Agee & Johnson Realty and Auction, Inc** Terms of Service, and these Terms of Sale. Each of these documents govern your bid



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and the sale of each property. The Terms of Sale are non-negotiable and irrevocable.

Property specific terms & property disclosures can be found on the property of interest website page. The Contract of Sale and Terms of Sale are not subject to negotiation.

Firearms

To Purchase Firearms

- Must Be a Resident of Tennessee & No Out of State Checks
- Must Be 18 or Older to Purchase Long Guns
- Must Be 21 or Older to Purchase Short Guns (Pistols)
- Provide ID, Address & Phone Number
- Completion of ATF's 4473 Form If you know you cannot LEGALLY purchase a firearm then DO NOT BID.

Automobiles

You must be at least eighteen (18) years old and legally able to contract to bid and to purchase at the online auction.

Titles will be mailed with in 10 business days of confirmation of payment.

Covid-19

COVID-19: YOU AGREE TO ABIDE BY ALL CDC GUIDELINES WHILE ON THE AUCTION COMPANY'S PROPERTY INCLUDING BUT NOT LIMITED TO WEARING A COVERING OVER YOUR MOUTH AND NOSE AT ALL TIMES AND MAINTAINING A DISTANCE OF AT LEAST SIX (6) FEET FROM ALL OTHERS. You agree to hold **Agee & Johnson Realty and Auction, Inc** blameless and harmless in the event that you or anyone you bring onto or send onto the **Agee & Johnson Realty and Auction, Inc** property contract COVID-19 or any other communicable disease. You further agree to fully indemnify the



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Auction Company in the event that you or anyone you bring onto or send onto the Auction Company's property contracts COVID-19 or any other communicable disease and files any claim against the Auction Company, files any lawsuit against that **Agee & Johnson Realty and Auction, Inc** or institutes any action of any type against the **Agee & Johnson Realty and Auction, Inc** related to contracting COVID-19 or any other communicable disease.

YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THE ONLINE AUCTION, DO NOT BID. BY BIDDING, YOU ARE REPRESENTING AND ACKNOWLEDGING THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS FOR THE ONLINE AUCTION AND THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE ONLINE AUCTION.



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