**Twisted Willow Auction TERMS 2022**

**General Terms for All Items REAL OR PERSONAL**

1. Top Tier Auctions, LLC does NOT charge a Buyer’s Premium for live or online bidding. This does not mean there are not fees that the bidding platforms may charge such as taxes, handling fees, etc. that bring you to the final sales price. There is no sales tax in Tennessee for estate auctions. Some auctions or items may be subject to taxes that will have to be added to the auction price. If you have a resale certificate, that must be turned into auction company before you begin bidding. If you are bidding online, Top Tier Auctions, LLC will not be responsible for any taxes collected or due to your state of residence.
2. You must register to bid. Registering to bid creates a contract between the bidder and Top Tier Auctions, LLC. Bidder agrees with the Terms and Conditions by registering. Additional terms which may be posted or announced from the Auction block are just as binding as the printed Terms and Conditions. This applies to anyone bidding in person, online, over the phone, through a representative, or other means.
3. Inventory may be amended, updated, withdrawn or altered at any time before or during the Auction by the Auctioneer and/or the Seller included but not limited to the lot location in the sale, the number of items in the sale, or a reserve for an item in the sale. The auctioneer reserves the right to reject any bid that, in their opinion, does not commensurate with the value of the lot.
4. All goods are sold “as is” and all sales are final with no exchanges or refunds. Top Tier Auctions, LLC and its consignors make no representations or warranties as to merchantability, fitness for a particular purpose, the correctness of the catalog or other description of physical condition, quality, size, medium, importance, rarity, provenance or historical relevance of any property, and no statement made at the sale, or in the bill of sale, or invoice, or elsewhere shall be deemed such a warranty or representation or an assumption of liability. The purchaser assumes complete responsibility for items at the drop of the hammer. It is the responsibility of the buyer to make sure they make all inspections they deem necessary before bidding.
5. Successful bidders are to pay for their purchases during or immediately after the sale or upon receipt of an invoice, unless other arrangements have been authorized in writing by the auction company. Payment may be made by cash or good check payable to Top Tier Auctions, LLC. The auction company reserves the right to hold property until a check clears. A monthly service charge of 1.5% will be added to unpaid balances beginning 30 days after the sale date. A $30.00 fee will be added for returned checks. We do also allow payments using credit cards. Buyer will be charged a credit card fee. This fee is based on the type of card and if you are bidding live or online.
6. Purchaser agrees not to stop payment on checks, dispute the charge on credit card or disallow a bank draft. Purchaser is responsible for any expenses due to collection of bad check or non-payment. In the event of non-payment of bad check, the Auctioneer reserves the right to repossess the merchandise involved at any time at your location.
7. Top Tier Auctions, LLC reserves the right to sell to the next highest qualified bidder in the event the successful bidder does not comply with the terms of the sale.
8. Auctioneer reserves the right to reject any bid at any time for any reason. All bids are accepted at the sole discretion of the Auctioneer. All bids are pending bids until accepted by auctioneer. Top Tier Auctions, LLC and/or auctioneer are not liable for any missed bids.
9. If the purchaser breaches any of its obligations under these terms and conditions, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Top Tier Auctions LLC may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale, and applying any payments made by the purchaser to the damages caused by the purchaser’s breach, and/or (b) offering at public auction, without reserve, any lot or item for which the purchaser has failed to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale.
10. When items are subject to Seller’s approval or with reserve, the Auction Company reserves the right to confirm the sale with the Seller and bid on behalf of the Seller if necessary. Items may have a reserve that may not be posted and Top Tier Auctions, LLC has the right to keep any information confidential as the reserve price. Top Tier Auctions, LLC acknowledges that since they are charging a Seller’s Premium, they have an interest in the item or property being sold and reserve the right to be able to bid to protect that interest. Items or property may either be bid in by the Auction company or passed if they do not meet an acceptable bid price.
11. Top Tier Auctions, LLC has a fiduciary responsibility to the Seller and/or Consignor they are working for. Top Tier Auctions, LLC has no obligation to disclose ownership interest by any seller including if seller is an owner, employee, or family member of Top Tier Auctions.
12. Top Tier auctions, LLC owners, employees, and family members have the right to bid on all items or property being sold online or live.
13. Absentee and telephone bids will be executed when possible as a convenience to customers. The auction company will not be held responsible for any errors or failures to accurately execute bids. All absentee and telephone bids must be received at least 24 hours before the start of the sale. Top Tier Auctions, LLC is not responsible for not being able to get a bidder on the phone. We will try to make any arrangements to be able to take a qualified bid. Please try and bid in person and if bidding online bidders should consider putting in their max bid amount to help ensure that if any issues arise, they can have the best probability for success. REGISTER TO BID ATLEAST 48 HOURS BEFORE THE SALE IF BIDDING ONLINE. ONCE THE AUCTION HAS STARTED, WE CAN NOT GUARANTEE BIDDERS WILL BE REVIEWED FOR APPROVAL.
14. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release and indemnify Top Tier Auctions. LLC, the Auctioneer from liability. Neither Top Tier Auctions, LLC, the Auctioneer nor his principal or seller shall be liable by reason of any defect in or condition of the premises in which the sale is held.
15. The record taken by Top Tier Auctions, LLC will be considered final as recorded. If there is a dispute over sales price, it will be at the auctioneer’s full discretion how this dispute will be finalized.
16. Any person who registers, agrees to be subject to the personal jurisdiction of the State of Tennessee. Bidders agree to be bound by the laws of the State of Tennessee and subject to the courts of Tennessee jurisdiction.
17. All bidders acknowledge and agree that it is their responsibility to find and review all auction terms. Understand that at any time you have questions, you have a degree of expectation to ask so that you can bid with confidence and understand the auction process.
18. You accept all terms, conditions, and rules when registering for a bidder number and bidding on any real or personal property auctioned by Top Tier Auctions, LLC.
19. If you are bidding as an agent for another individual or company, and you execute a bid on behalf of someone else under your bidder number, then you are responsible for the settlement of that account.
20. Top Tier Auctions, LLC reserves the right to use any pictures of any item, real or personal, in any publication, advertising, or any form of media at their sole discretion.

**Terms for Firearms & Ammunition**

1. General terms apply to these terms.
2. If bidding live at an auction that is a consignment sale or estate sale, you will be required to fill out all forms required to transfer the firearm. There will be a $15 charge per every 3 firearms purchased live. For those bidding online, you will pay background check to the FFL who will be receiving the guns on your behalf. If you are bidding online and choose to pick up from Top Tier Auctions, LLC, there will be a $15 charge per ever 3 firearms.
3. You must present a photo ID when registering and the address on photo ID must match address used during background check. NO EXCEPTIONS.
4. No “Straw Purchases”. The Bidder must be the actual Purchaser. You can NOT bid on firearms with the intent to purchase for someone else.
5. BIDDING ONLINE FOR GUNS. All guns long or handguns will be required to be shipped to a valid FFL. If you are the winning bidder, you will have to have a valid FFL email a copy of their FFL to abynum@warealtytn.com. Payment will have to be received by TOP TIER AUCTIONS, LLC. Once these terms are met, we will ship the gun at YOUR EXPENSE. Even if the items qualify for C&R, we will still have to ship to an FFL of your choice. NO EXCEPTIONS.
6. ONSITE Long Gun Winning Bidder: If you are the winning bidder, you will be expected to pay the day of the sale. Once you have paid, you will take the receipt to the identified area for background checks that will be performed onsite. If you are a resident of Tennessee or live in a state that touches Tennessee, you will be able to take possession of firearm after payment. If you live in a state that does not touch Tennessee, you will have to have the firearm shipped to a valid FFL in your state of residence at YOUR EXPENSE.
7. ONSITE Handgun or Long Guns Classified as Handguns Winning Bidder: If you are the winning bidder, you will be expected to pay the day of the sale. If you are a resident of Tennessee, you will be able to take possession of the firearm after payment and background check is approved. If you are a non-Tennessee resident, you will have to have firearm shipped to a valid FFL in your state of residence at YOUR EXPENSE.
8. DO NOT BID IF YOUR CAN NOT PAY OR CAN NOT PASS FFL BACKGROUND CHECK. All Sales are final. If you are the winning bidder but fail the background check or have a pending approval the day of the sale, you will NOT be allowed to take the firearm. We will NOT refund money the day of sale. We will keep possession of the firearm and give you a reasonable amount of time for you to try and remedy the issue. If you are unable to complete the FFL background check, we will resale the item at your expense. Refunded money will then be less expense to resale the item.
9. These terms are for general auction purposes. There could be different formats for firearm transfers announced live at the auction.
10. **DO NOT BID IF:**
* **Were convicted of a crime that carried a sentence of more than one year, or a misdemeanor that carried a sentence of over two years**
* **If convicted of two or more DUIs within last 10 years or one DUI in last 5 years.**
* **Are a fugitive (i.e., there's a felony or misdemeanor warrant for your arrest)**
* **Are a substance abuser**
* **Are diagnosed mentally ill, which can include being involuntarily committed, found not guilty by reason of insanity, or found unfit to stand trial**
* **Reside in the US illegally**
* **Are dishonorably discharged from the military**
* **Had a restraining ordered issued against you (i.e., found guilty of harassing, stalking, or threatening a partner or the child of your partner)**
* **Were convicted of domestic violence (i.e., convicted of using or threatening to use a deadly weapon against a spouse, former spouse, parent, guardian of the victim, etc.)**

**Have renounced your US citizenship**

**Shipping:**

1. Shipping is not available unless expressly stated in the terms.
2. Shipping is the responsibility of the buyer. Upon request, we will provide a list of shippers who deliver within the United States and overseas. Once your payment has cleared, items may be released for shipment. Top Tier Auctions, LLC shall have no liability for any loss or damage to such items. Buyers should allow up to four weeks for shipment.
3. Top Tier Auctions, LLC may, at its discretion and at the buyer’s request, package and ship sold items as directed by the purchaser. In such instances 1) the buyer shall prepay all related expenses, and 2) the buyer agrees that all packaging, handling and shipment is at the sole risk of the purchaser, and Top Tier Auctions, LLC shall have no liability for any loss or damage to such items. Buyer should allow four to five weeks for shipment. THERE WILL BE A SHIPPING AND HANDLING FEE OF $25 PER ITEM. NO EXCEPTIONS. THIS FEE IS ON TOP OF THE COST OF SHIPPING THE ITEM(S).
4. SHIPPING FIREARMS- Standard $55.00 per Long Gun and $65 for long guns. Insurance will be added to the final sales price at cost.
5. It is the buyer’s responsibility to confirm if the item can be shipped to your state legally. Top Tier Auctions, LLC will not be liable for any items delayed or confiscated through shipping. Some states may require additional paperwork before shipping.
6. We will not ship vehicles, equipment, or items weighting over 100 lbs. This will be the responsibility of the purchaser. Top Tier Auctions, LLC will try and help with pickup and delivery but will not be responsible for items.
7. Some property sold at auction can be subject to laws governing export from the United States, such as items that include material from some endangered species. Import restrictions from foreign countries are subject to these same governing laws. Granting of licensing for import or export of goods from local authorities is the sole responsibility of the buyer. Denial or delay of licensing will not constitute delay or cancellation in payment for the total purchase price of these lots.