



# 38<sup>th</sup> Triangle Fall Sale

OCTOBER 27, 28 & 29, 2017 · Friday, Saturday, Sunday · Heart Of OK Expo Center · Shawnee, OK

**DEADLINE NO LATER: September 14, 2017 · REGISTRATION CERTIFICATE AND COMPLETED TRANSFER MUST ACCOMPANY NOMINATION**

Phone (405) 275-2196 or (405) 273-2818 Fax (405) 273-8959 Email: office@trihorse.com Mail: 43207 Benson Park Rd, Shawnee, OK 74801

## TENTATIVE SCHEDULE OF EVENTS

### FRIDAY, OCTOBER 27 - \$300 NOMINATION FEE

- Select Cutting/Cow Horse Session  
Show Horses, Prospects, Breeding Stock
- Triangle 2 & 3-Yr-Old Cutting/Cow Horse Exchange  
Prospects on Cattle
- Live Cattle - \$70 Additional  
Complimentary Track Cow(s)

### SATURDAY, OCTOBER 28 - \$250 NOMINATION FEE

- Select Reining Session
- Shawnee Session  
Ranchers, Riders, Ropers
- Roping Steers - \$50 Additional  
Complimentary "Smarty" & "Perfect Calf"
- Shawnee Barrel Classic Session

**SUNDAY, OCTOBER 29, 2017 - TRIANGLE FUTURE FORTUNES SELECT SALE – SEE NOMINATION FORM @ WWW.TRIHORSE.COM**

### SALE TERMS – ALL SESSIONS

8% Commission On Sales • No Pass-Out Fee • Custom AQHA/RGP Catalog Pedigrees

**SCHEDULE SUBJECT TO CHANGE BASED ON FINAL ENTRIES • SEE FINAL SCHEDULE OF EVENTS ON WEBSITE**

### IMPORTANT DATES AND DEADLINES:

- Online Digital Radiographs are professionally managed by ASTERIS (\$20 per horse, if submitted) - **Deadline Noon 10/25/17**
- Quality Photographs – **Deadline Noon 9/14/17** Youtube Videos – **Deadline Noon 10/25/17**
- **HEALTH REQUIREMENTS: AN ORIGINAL COGGINS TEST WITHIN 6 MONTHS AND AN ORIGINAL HEALTH CERTIFICATE WITHIN 20 DAYS**
- **NO HORSE(S) WILL BE ALLOWED ON THE SALE GROUNDS UNLESS ENTERED IN THE SALE.**

Horse Name \_\_\_\_\_ Reg. No. \_\_\_\_\_  AQHA  APHA  Other  
 Foaling Date \_\_\_\_\_ Color \_\_\_\_\_ Sex  Mare  Stallion  Gelding  
 Sire \_\_\_\_\_ Reg. No. \_\_\_\_\_  AQHA  APHA  Other  
 Dam \_\_\_\_\_ Reg. No. \_\_\_\_\_  AQHA  APHA  Other

Eligibility Paid To Date (circle): **NOTE: THIS IS THE SELLER'S RESPONSIBILITY... WILL NOT BE VERIFIED BY SALE MANAGEMENT**

NCHA Super Stakes Nominated  AQHA Incentive Fund  NRBC Nominated  Breeders Invitational  
 Future Fortunes  NRHA Enrolled  AQHA Ranching Heritage Eligible  Other

Personal Footnote (sire & dam research will be provided...your text will be edited for clarity, accuracy and word count)

For ALL MARES: In Foal (Carrying Or Recipient Mare Selling With Embryo Transfer?)  No  Yes IF YES...please continue

PREGNANT FOR 2018: Sire Of Foal \_\_\_\_\_ LBD \_\_\_\_/\_\_\_\_/17

EMBRYO FOR 2018 SELLS: Sire Of Foal \_\_\_\_\_ LBD \_\_\_\_/\_\_\_\_/17

2017 Breeding Disclosure  WITH RETURN BREEDING  WITHOUT RETURN BREEDING

**For RECIPIENT MARES...NOTE-Recipient Mares Sell With No Deposit Due Nor Expectation Of Return Unless Announced Otherwise**

Owner \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell # \_\_\_\_\_ Office # \_\_\_\_\_ Home # \_\_\_\_\_

Fax# \_\_\_\_\_ Email \_\_\_\_\_ Stall With(if applicable) \_\_\_\_\_

Trainer/Fitter Name(if applicable) \_\_\_\_\_ Cell # \_\_\_\_\_

Veterinarian Name \_\_\_\_\_ Cell # \_\_\_\_\_

I hereby specifically warrant unto Triangle Sales and to all subsequent parties that all information supplied regarding this contract and the horse consigned is true and correct. I have read this contract and fully understand it and agree that this horse will appear at the sale and I will be responsible for all applicable fees. I consent to the electronic display of radiographs that I voluntarily submit to Asteris. Furthermore, I understand that in addition to the consignment fee, I am responsible for the Sales Commission OR \$1,000.00 (whichever is greater) if this horse is refused by the buyer for any undisclosed warranty or limited warranty noted in Condition #8 (see page 2).

Registered Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

An original, copy or facsimile of Registered Owner Signature shall be valid for the purposes of this contract. Complete and Return to Triangle Sales.

I enter into this contract with Triangle Sales, a division of AuctionWare, LLC, a Texas corporation doing business in Oklahoma, from the acceptance of the horse into aforementioned sale until all of the following terms and conditions have been enacted and finalized. By participating, I consent to receive messages via email and text which may be sent through an automatic system.

1. I authorize Triangle Sales to advertise and sell the horse at public auction, to make on my behalf the representations and warranties set forth here and in the Sale Catalog, to deliver possession of the horse to the highest recognized bidder, to transfer title to the horse to the highest recognized bidder (with the transfer fee deducted from my account) and to receive and disburse the proceeds of sale for my account. I hereby grant Triangle Sales a power of attorney, if legally required, to perform any of these acts on my behalf.

2. I agree to allow Triangle Sales to deduct the non-refundable Nomination Fee for the horse from my account or to pay Triangle Sales the said fee. The Nomination Fee will be deemed earned by Triangle Sales upon notification of acceptance of the horse and Triangle Sales' authority to sell the horse becomes irrevocable at that time. AQHA/APHA shall be notified of such irrevocability until all sale related business is concluded. I know that no substitute entries are allowed. In the event the horse is not offered at the Sale, I agree to pay to Triangle Sales the non-refundable Nomination Fee and \$1,000, unless excused by Triangle Sales with an official Triangle Vet Statement.

3. In addition to the Nomination Fee, I agree to pay Triangle Sales the sales commission of 8% of the sale price computed on the final accepted bid at the Sale, or while the horse is under contract. I understand that I have the right to "repurchase" or "pass-out" the horse at no additional fee. Triangle Sales is authorized to deduct all sums due from my account and in the event of any deficiency, I agree to immediately pay Triangle Sales the balance due on demand.

4. I understand that Triangle Sales reserves the right to: (A) reject nomination of the horse based upon pedigree alone due to limited stall space; (B) reject the nomination of any horse in the Sale at any time on return or credit of the Nomination Fee; (C) approve any assignment of my rights and obligations under this agreement as a condition to such assignment; (D) determine the order of sale of all horses as set forth herein; (E) assign stabling facilities subject to such stabling policies as Triangle Sales may establish; (F) examine the horse and make such catalog corrections and announcements as Triangle Sales deems appropriate, without incurring liability to any party; and (G) change the time, date or location of the Sale should circumstances, in Triangle Sales' sole discretion, necessitate such a change.

5. SALE ORDER – I understand that the sale order for each sale session will be determined by alphabetical order using the first letter of the 2<sup>nd</sup> dam's name. The owner of multiple horses with the same dam may elect to separate siblings selling within the same sale session. Additional siblings may be placed within 10 lots of the original lot order. A public draw will be made to determine the beginning letters for the sale sessions. Late entries, if accepted, will be placed at the end of the designated sale session.

6. I agree, at the TIME OF NOMINATION, to deliver to Triangle Sales the following documents in a form satisfactory with respect to the horse: (A) the original certificate of registration; (B) all transfer reports and other items required to transfer registration of the horse to the buyer; (C) a properly completed registration application for any unregistered foal; (D) a letter from the stallion owner guaranteeing the stallion service certificate for any mare selling "in foal"; (E) any known genetic testing results (i.e. Herda, HYPP, etc). I agree, PRIOR TO THE SALE, to deliver to Triangle Sales the originals of the following documents: (A) a NEGATIVE COGGINS test dated within six (6) months prior to the date the horse sells; and (B) a health certificate dated within twenty (20) days prior to the date the horse sells. I UNDERSTAND THAT Triangle Sales WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS, IN A FORM SATISFACTORY, ARE DELIVERED. I also agree to have any registration certificate for any horse I purchase (or repurchase) held by Triangle Sales until my account is paid in full.

7. I understand that Triangle Sales will post the sale catalog on its website and will attempt to provide to me a copy of the Sale catalog prior to the Sale date setting forth my representations and warranties with respect to the horse. I agree to review the sale catalog (posted on the website or printed) and promptly notify Triangle Sales of any corrections thereto prior to the Sale.

8. I represent and warrant to the buyer and to Triangle Sales the following: (A) title to the horse free from all adverse claims to ownership, use or possession and agree to defend title against all claims; (B) the horse is sound of eyes and mouth; (C) the horse is not a "cribber" or a "weaver"; (D) the sex and condition as to a stallion, gelding or ridgeling be as described in the Sale catalog; (E) that the pedigree and parentage of the horse is as represented; (F) that the horse is suitable for the purpose it is represented; (G) that I will disclose any and all unsound conditions, defects or bad habits the horse may have, including shoe pads and scars; and (H) that tail or mane extensions or any other alterations be announced at the time of sale. I understand that I AM REQUIRED TO INFORM Triangle Sales of any such aforementioned

conditions at time of nomination for announcement at the sale, or face purchaser's possible refusal of the horse and forfeiture of my Nomination Fee and Sales Commission. I understand that all expenses related to the return of any horse refused under these terms is my responsibility.

9. I agree to deliver the horse f.o.b. to the Sale location no later than the morning of the anticipated Sale date. I acknowledge that all risk of loss, title to, interest in and possession of the horse shall be mine until the final fall of the auctioneer gavel. I understand that the maintenance of the horse is my responsibility until sold. I agree to care for the horse while stabled on the Sale premises. On my failure to so care for the horse, I agree that Triangle Sales may, at its option, undertake such care and I agree to reimburse Triangle Sales for all expenses of stabling, feed, veterinary care, transportation and maintenance of any horse. I agree that Triangle Sales will not incur any liability whatsoever for the loss, damage, injury, death or illness of the horse.

10. I understand that to protect my desired sales price for the horse, either I or my authorized agent must (A) be the final bidder on the horse, or (B) deliver a fully executed official Triangle Sales Reserve Bid Form to the sales office at least one hour prior to the beginning of the sale on the day said horse sells; (C) make known to the Auctioneer for announcement that the horse has been "repurchased" or "passed – out" before leaving the auction arena. Triangle Sales thus reserves the right to bid on my behalf up to the amount of my reserve. I agree that Triangle Sales is absolved of any liability if this procedure is not strictly followed. I agree that Triangle Sales requires a \$500 upset (minimum) bid for the horse.

11. I understand that possession of the horse sold will be released to the buyer against receipt of future payment and after satisfaction of Triangle Sales' Settlement Procedures. I agree that if the sale of any horse is not consummated by reason of the default of the buyer or otherwise, Triangle Sales will not be liable for the purchase price of the horse. Triangle Sales' sole obligation will be to assist me in the collection of the purchase price of the horse, assist in the recovery of the horse or to assist in the resale of the horse at the Sale, a future sale or by private sale to the extent that I might request. I understand that Triangle Sales does not guarantee the validity, enforceability, payment or collection of any instrument delivered to Triangle Sales in payment of the purchase price of the horse.

12. I understand that PAYMENT TO CONSIGNORS will take place as follows: (A) payment to Triangle Sales' consignors will begin on the 5th banking day after the last day of the Sale and providing there are no disputes or unsettled claims and that my net proceeds have been received; (B) registration certificates will not be transferred until the buyer's check has cleared the bank. Triangle Sales will begin processing papers, submitting for transfer and returning papers of horses not meeting reserves within 14 working days following the Sale; and (C) an assessment of \$150.00 per horse will be charged if any problems arise in procuring or processing paperwork.

13. I agree to indemnify and hold Triangle Sales and its shareholders, directors, agents, employees, contractors and representatives harmless from all claims, expenses and costs (including, without limitation, attorney's fees) arising out of: (A) any question of title to or my authority to sell the horse; (B) any claimed loss or damages relating to blood typing or parentage verification of the horse as may be required by any breed association, without limitation, any failure or inability to perform such parentage verification; (C) any lien, attachment or claim asserted against the horse or the proceeds of sale; (D) any claimed default in my representations or warranties with respect to the horse; (E) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees or the horse; (F) my nomination or sale of the horse; or (G) my default in performance hereunder. I agree to pay Triangle Sales, on demand, the full amount of any loss which Triangle Sales may incur in settlement of any claim or demand on account thereof. I agree and acknowledge that my non-compliance with any of these sale rules allows Triangle Sales to suspend me from future sales and list my name as such in future sale catalogs and on the website of Triangle Sales.

14. I understand that all settlements must be made directly to the sale cashier. I agree that the terms of the Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of the horse, and I agree to be bound thereby.

15. This agreement will be binding on me, my heirs, personal representatives, agent(s) successors, permitted assigns, any successor in ownership of the horse and will inure to the benefit of Triangle Sales' successors and assigns. If this agreement is executed by an agent, such agent will be individually liable, jointly and severally with the principal, for the performance of this agreement. This agreement cannot be amended except in writing executed by the parties.

**CONSIGNORS CONTRACT: PLEASE READ CAREFULLY BEFORE SIGNING**

Name: \_\_\_\_\_  
(Please Print)

Signed: \_\_\_\_\_

Date Signed \_\_\_\_\_

**Make checks payable to AuctionWare, LLC.**

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