

The 42nd Triangle Fall Sale At The AQHA World Show Friday, October 29 and Saturday, October 30, 2021

Oklahoma State Fair Park • Oklahoma City, Oklahoma

ENTRY FORM and CONTRACT

ENTRY DEADLINE – TUESDAY, SEPTEMBER 14

▼ Due By September 14 ▼

- This Completed Entry Form and Contract – pages 3 & 4 signed
- ORIGINAL REGISTRATION CERTIFICATE – notify us of any needed changes (color, markings, brand, sex, etc.)
- SIGNED TRANSFER
- Original Breeders Certificate, If Applicable
- Genetic Testing Results, If Available

- 1 Marketing Quality YouTube Video – 2 Minutes Or Less – May Be Used For Website & During Sale
- 1 Marketing Quality Digital Photo – May Be Used For Catalog & Website
EMAIL PHOTO & VIDEO TO OFFICE@TRIANGLEHORSESALES.NET

- Confirm Your Intent to Preview
Clearly Mark Event Of Choice On Top Of Page 3 or Call (405) 275-2196 or Email to office@trianglehorsesales.net

▼ Due By Sale Day ▼

- Original Negative Coggins Dated Within 1 Year Of Sale
- Original Health Certificate Dated Within 20 Days Of Sale
- Broodmare/Recipient Pregnancy Status Dated Within 20 Days Of Sale
- Original Triangle Sales Health Evaluation For Limited Warranties & Radiographs (optional)
SEE WEBSITE FOR FORM

TENTATIVE SCHEDULE OF EVENTS

PREVIEWS

THURSDAY EVENING – OCTOBER 28 – Barn 6 – Preview Of Friday Sale Horses

FRIDAY EVENING – OCTOBER 29 – Barn 6 – Preview Of Saturday Sale Horses

Optional But...ALL RIDERS ARE ENCOURAGED TO PARTICIPATE

The Performance Previews Will Be Webcast Live

SALES – 9:00 am Daily

FRIDAY – OCTOBER 29 – Barn 8

SATURDAY – OCTOBER 30 – Barn 8

Phone (405) 275-2196 • Fax (405) 273-8959 • Email: office@trianglehorsesales.net

Mail: P.O. Box 566, Tecumseh, OK 74873



42nd Triangle Fall Sale

Fri., October 29 & Sat., October 30

\$400 Entry Fee-8% Commission

No Cattle Fees - No Pass-Out Fee

Fees May Be Deducted From Sale Proceeds

--Your Choice, No Additional Fees--

- Live Cattle Used In Sale Arena
 Ranch Boxing/Roping Preview
 Team Roping Preview
 Calf Roping Preview
 Reining Preview
 Barrel Preview
 Track Cow Use

Horse Name _____ Reg. No. _____ AQHA APHA Other**NOTE For Pending Registration:**

Provide proof that Registration is in process for entry to be accepted.

Foaling Date _____ Color _____

 Mare Gelding Cryptorchid Male Stallion-is frozen semen stored? _____Sire Name _____ Reg. No. _____ AQHA APHA OtherDam Name _____ Reg. No. _____ AQHA APHA OtherAQHA Parentage Verified Yes No

What is your estimated value of your horse? (NOT YOUR RESERVE) _____

Seller Name For Catalog _____

 Agent Trainer Owner

Owner _____

(Sale proceeds will be made payable/mailed to Owner unless otherwise authorized in writing)

Address _____

City, State, Zip _____

Cell Phone _____ Other Phone _____

Email _____

Include This Contact Information in Catalog For Pre-Sale Information Only Yes No

Trainer/Fitter _____ Phone _____

Veterinarian _____ Phone _____

Stall With Another Seller (name) _____

Section 1...Check All That Apply

- NOT Sound For Performance
 NOT Sound For Breeding
 Vision Impaired/Eye Discoloration
 Hearing Impaired
 Overbite/Underbite
 Cribber/Weaver
 Neurological Disorder
 Tail Medically Altered
 Mane/Tail Extensions
 Surgery-Joint, Abdominal, Other
 Hoof Damage/Shoe Pads
 Obvious Blemishes
 Other-Explain

Explain Any Checked Boxes On Additional Page OR On Triangle Sales Health Evaluation Form-see website

FOR ALL BROODMARES Pregnant For 2022 Last Breeding Date: _____

Sire Of Foal _____

 With Return Breeding Without Return Breeding Embryo For 2022 Selling With Mare Last Breeding Date: _____

Sire Of Foal _____

 With Return Breeding Without Return Breeding

Recipient Mares sell with no deposit due nor expectation of return...unless announced otherwise

Section 2...Check Those Paid Through Sale Day

- NCHA Super Stakes
 Breeders Invitational
 AQHA Incentive Fund
 NRBC Certificate
 NRHA Competition License
 AQHA Ranching Heritage Challenge
 Future Fortunes
 Pink Buckle Ruby Buckle
 BBR Select Stallion Stakes
 Triple Crown 100
 Other-Explain

NOTE: Owner is responsible for authenticity

Personal Footnote (sire & dam research will be provided) – Submit additional page if needed

I have read all four (4) pages of 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 understand the 48 Hour Guarantee for the limited warranties in Term #9. I consent to receive electronic messages pertinent to any and all sale business via text, email and phone from Triangle Sales.

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.

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TRIANGLE SALES

LIVE AUCTIONS • ONLINE VIDEO AUCTIONS • TIMED AUCTIONS

I enter into this contract with Triangle Sales, a division of AuctionWare, LLC, a Texas corporation doing business in Oklahoma, from the time of entry until the final completion of the auction process. I understand that Triangle Sales has the right to accept or reject my horse at any time.

Triangle Sales provides a public means to bring together a seller and a buyer for the purpose of completing the sale of a specified horse. To complete such a sale, owner and Triangle Sales mutually agree to the follow terms of sale:

1. REPRESENTATION

I PERSONALLY GUARANTEE TO ALL PARTICIPANTS THAT ALL INFORMATION I SUPPLY THROUGHOUT THE ENTIRE AUCTION PROCESS IS TRUE AND ACCURATE.

2. PRESALES

I PERSONALLY GUARANTEE NOT TO PRE-SELL THIS HORSE UNDER ANY CIRCUMSTANCE.

3. AUCTION PROCESS

I authorize Triangle Sales to offer the horse for auction; to relay representations and warranties on my behalf; to facilitate delivery and transfer title to the horse to the highest recognized bidder; and to receive and disburse the proceeds of sale to my account. Triangle Sales is authorized to deduct all sums due from my account but in the event of any deficiency, I agree to immediately pay the balance due on demand.

4. ENTRY FEE

I agree to pay the daily advertised, non-refundable Entry Fee or to allow such as a deduction from my account. The Entry Fee shall be deemed fully earned at the acceptance of this horse for sale and Triangle's authority to sell the horse becomes irrevocable, as well.

5. COMMISSION/UPSET BID

In addition to the Entry Fee, I agree to pay a commission of 8% OF THE FINAL ACCEPTED BID. I understand that I have the right to "repurchase" the horse without paying the commission. Unless waived by announcement, there shall be a minimum "upset (starting) bid" of \$1,000. Any horse not receiving a bid of \$1,000, will be excused from the auction ring and considered a withdrawal.

6. NON-COMPLIANCE/LIQUIDATED DAMAGES

NO SUBSTITUTE ENTRIES ARE ACCEPTED. If, for any reason other than a veterinary excuse, the horse is not offered at the sale, I agree to pay Triangle Sales the daily advertised, non-refundable Nomination Fee and up to \$2,000, as liquidated damages and not as a penalty. Liquidated damages may only be excused by submission of a COMPLETED OFFICIAL TRIANGLE SALES VETERINARY STATEMENT available on the website. There will be no charge in the case of horse death.

7. ORIGINAL DOCUMENT DEADLINES

I agree to deliver to Triangle Sales on or by deadlines each item listed on page 1. TRIANGLE SALES WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL NECESSARY DOCUMENTS ARE DELIVERED. I also agree that the original registration certificate for any horse I purchase or repurchase shall be held until my account is satisfied in full.

8. CATALOG REVIEW

I agree to review the sale catalog (posted on the website or printed) and promptly notify Triangle Sales of any corrections prior to the Sale.

9. OWNER WARRANTIES

I agree that Triangle Sales may examine and make any announcement regarding the horse it deems appropriate. I guarantee to all parties the following warranties, unless I disclose otherwise and have that disclosure announced at the time of sale: (A) title to the horse is free from any adverse claims. I will disclose such claims and I approve of any legal assignment(s) presented to Triangle Sales; (B) the horse is free from any condition, habit, defect or blemish listed in Section 1 of Page 3 of this contract; (C) the pedigree, parentage and sex of this horse is as represented and I consent to the release and use of any necessary genetic testing; (D) the horse is suitable for the purpose for which it is represented; (E) I agree to fully disclose any and all medication(s) the horse is receiving for announcement at the time of sale. I acknowledge that unless this Term #9 is followed, a buyer may refuse the horse and I will owe Triangle Sales the entry fee, sale expenses and commission (8%) of last ring bid or \$1,000, whichever is greater. I UNDERSTAND THAT IF THE HORSE IS REFUSED BY THE BUYER UNDER THESE TERMS, ALL ARRANGEMENTS AND EXPENSES TO RETURN THE HORSE ARE SOLELY MINE.

10. POST SALE SETTLEMENT

I understand that if Triangle Sales has paid me for the horse, but I failed to make full disclosure of any warranty issue in Term #9, I will attempt to reach a fair settlement with the buyer out of court.

11. DELIVERY/CARE

I agree to deliver the horse to the Sale location no later than 8:00 am on the morning of the anticipated Sale date. It is my responsibility to get the horse to and from the sale arena. I acknowledge that all risk of loss and possession of the horse shall be mine until the final fall of the auctioneer gavel. I agree to care for the horse while stabled on the Sale premises and on my failure to do so, I agree that Triangle Sales

may, at its option, undertake such care. I agree to reimburse Triangle Sales for all expenses of stabling, feed, veterinary care, transportation and maintenance of the horse. I agree that Triangle Sales will not incur any liability whatsoever for the loss, damage, injury, death, illness or return of the horse.

12. PASS-OUTS/REPURCHASES

I understand that to protect my desired sale price for the horse, either I or my representative must (A) be the final bidder and sign the Buyers Acknowledgement Of Purchase And Security Agreement; (B) deliver a completed official reserve bid form to Auctioneer (either in the sale office or at the auction block with assistance of a sale staff member) prior to the sale of the horse; (C) instruct the Auctioneer or its designated representative of the amount of the reserve bid. I must make known to the Auctioneer for announcement that the horse has been repurchased or passed-out BEFORE LEAVING THE AUCTION ARENA. I know that I am encouraged to complete a pass-out sale, if possible, and agree to strictly handle the transaction through the sale office. Triangle Sales 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 entire procedure is not followed, whether live, online video or timed auction.

13. COLLECTION

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

14. PAYMENT

I understand that my PAYMENT will take place as follows: (A) payment will be mailed on or before the 6th banking day (Monday) following the last day of the Sale provided there are no disputes or unsettled issues or claims and that my net proceeds have been received; (B) registration certificates will not be transferred until the buyer's payment has cleared. Triangle Sales will begin processing papers, submitting to the buyer or proper association for transfer and returning papers of horses not meeting reserves within 14 working days following the Sale; (C) an assessment of \$250 per horse will be charged if any problems arise in procuring or processing paperwork. Established customers may deduct purchases from sale proceeds.

15. INDEMNIFY

I agree to indemnify and hold Triangle Sales and its shareholders, directors, agents, employees, contractors and representatives harmless from all liabilities, claims, expenses and costs (including, without limitation, attorney's fees) arising out of any sale procedure or issue including loss or damage to the horse, persons, agents, employees or property. I agree that all information regarding the sale price of the horse may be made public.

16. LOSS PAYMENT

I agree to pay Triangle Sales, on demand, the full amount of any loss which may be incurred in the settlement of any claim or demand on account thereof.

17. AGREED TO

I agree that the format, dates, time and location of the sale may change should the need arise. I hereby grant Triangle Sales the Power Of Attorney to perform all sale procedures on my behalf. I agree that these Terms as well as those published in the sale catalog will also govern the sale of the horse, and I agree to be bound thereby. 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 the successors and assigns of Triangle Sales. If this agreement is executed by any representative, such representative will be individually liable, jointly and severally with the principal, for the performance of this agreement. This agreement is irrevocable and cannot be amended except in writing executed by the parties.

I HAVE READ AND AGREE TO ALL FOUR (4) PAGES

Name: _____ Date _____
(Please Print)

Signed: _____

Make Checks Payable to AuctionWare, LLC

Credit Cards Also Accepted

Make a copy of this document for your files before returning the original to
Triangle Sales · PO Box 566 – Tecumseh, OK 74873 · (405) 273-8959 fax
office@trianglehorsesales.net