

# 2020 NOMINATION FORM – UPDATED MARCH 18

## For The 41<sup>st</sup> Triangle Spring Sale

Friday, May 15 & Saturday, May 16, 2020

Oklahoma State Fair Park • Oklahoma City, Oklahoma

Phone (405) 275-2196 • Fax (405) 273-8959 • Email: [office@trihorse.com](mailto:office@trihorse.com)

Mail: 43207 Benson Park Rd, Shawnee, Oklahoma 74801

### SALE TERMS | NOMINATION FEES

Cutting & Cow Horse Session - \$250 • All Other Sessions - \$150

8% Commission On Sales • No Pass-Out Fees

Fair Park Stalling & 3 Bags Shavings - \$50

All Fees May Be Deducted From Sale Proceeds

Schedule May Change Based On Final Entries

### FEATURES INCLUDE

Full Color Newsprint Catalog With AQHA/RGP Pedigrees

Catalog & Website Display Of Professional Quality Photos

Website and Sale Ring Display Of YouTube Videos

Reasonable Fees-Rapid Payment    Extensive Pre-Sale Promotion    Halter For Buyer

Free Webcast Of Sales With Pre-Approved Phone Bidding

### IMPORTANT DATES AND DEADLINES

**DUE IN OFFICE BEFORE OR BY WEDNESDAY, APRIL 15**

Completed Nomination Form

Original Registration Certificate (Required To Be Included In Catalog)

Completed Transfer

Original Completed Breeders Certificate OR Triangle Sale Breeders Certificate Guarantee & Signed Breeders Certificate  
By Mare Owner (For Pregnant Broodmares/Embryos)

Any Known Genetic Testing Results

1 Professional Quality Digital Photo For Newsprint Catalog – email to [office@trihorse.com](mailto:office@trihorse.com)

**DUE BEFORE OR BY MONDAY, MAY 4**

Confirm Your Intent to Work Cattle or Rope

1 Professional Quality Digital Photo For Website Listing – email to [office@trihorse.com](mailto:office@trihorse.com) (if not previously submitted)

1 Quality YouTube Video For Website Listing & Sale Ring Display – email to [office@trihorse.com](mailto:office@trihorse.com) (if not previously submitted)  
(see [www.trihorse.com](http://www.trihorse.com) for photo and video policy)

Optional Online Digital Radiograph Submitted By Vet To Asteris Keystone

**DUE BEFORE OR BY SALE DAY**

Original Negative Coggins Dated Within 6 Months Of Sale

Original Health Certificate Dated Within 20 Days Of Sale

Broodmare Pregnancy Status Dated Within 20 Days Of Sale (For Pregnant Broodmares/Recipients)

Notification Of Any Necessary Changes To Original Registration Certificate (color, markings, brands, sex, etc.)

# IMPORTANT SALE FACTS

*NO HORSES WILL BE ALLOWED ON THE SALE GROUNDS UNLESS ENTERED IN THE SALE*

*ALL PRIVATE SALES – ESPECIALLY THOSE COMMONLY REFERED TO AS “ALLEY SALES” ARE NOT PERMITTED*

## *ACCEPTANCE/REJECTION*

Nomination submitted without this contract will not be accepted. Triangle Sales will determine the acceptance or rejection of a nomination at any point during the sale process. Triangle Sales may examine the horse and make applicable announcement(s) as deemed appropriate without incurring liability.

## *CATALOG PAGE ACCURACY*

The entire catalog will be posted on our website at [www.trihorse.com](http://www.trihorse.com). You will also be mailed a catalog to the current address we have on file for you. PROMPTLY NOTIFY THE SALE OFFICE OF ANY CORRECTIONS PRIOR TO THE SALE. YOU ARE THE SOLE GUARANTOR OF ALL CATALOG INFORMATION.

## *STALLING*

Stalls will be available Thursday, May 14, at 8:00 am. If you need to arrive earlier, contact the sale office for arrangements. Please check-in at the sale office upon arrival for your stall assignments and hip numbers. Additional shavings may be purchased through OK State Fair Park Feed and Bedding at 405-948-6786 OR YOU MAY BRING ADDITIONAL SHAVINGS. No straw or hay bedding is allowed by the Fairgrounds. Bring your own buckets, feed and hay.

## *SALE OFFICE*

The sale office will open at 8:00 AM daily, Thursday, May 14, through Saturday, May 16. Check-in at the sale office upon arrival.

## *ORIGINAL COGGINS & HEALTH CERTIFICATE – HORSES CANNOT GO THROUGH SALE RING WITHOUT THESE*

- 1) Original negative Coggins DATED WITHIN SIX (6) MONTHS OF SALE. COPIES ARE NOT ACCEPTABLE NOR ARE TEST RESULTS PRINTED ON A HEALTH CERTIFICATE.
- 2) Original health certificate dated within twenty (20) days of sale.

## *RADIOGRAPH REPOSITORY*

An online radiograph repository will be provided by Asteris Keystone for a fee of \$20/horse. It is available for the benefit of owners/buyers and participation is VOLUNTARY. Recommended and suggested views are provided on the Spring Sale page of our website - [www.trihorse.com](http://www.trihorse.com). If participating, owners may submit radiographs that are dated within 60 days before the first sale session and should be submitted by 12:00 pm CST on Monday, May 4.

## *ROPING DEMONSTRATION*

Roping Demonstration will be on Saturday, May 16, at 8:00 am (maximum 5 runs per horse).

## *SALE HIP ORDER*

Hip order for each sale session will be determined by alphabetical order using the first letter of the second dam's name. A draw will be made to determine the beginning letter. Grade horses are numbered by substituting their names for the second dam's name. When multiple horses with the same dam/second dam are drawn back to back, owners may request they be moved forward or backward approximately ten horses in the daily order.

## *UPSET BID*

Unless waived by announcement, there will be a minimum “upset (starting) bid” of \$1,000, for any horse presented for sale. Thus, no horse will be sold for less than \$1,000.

## *TRANSFERS*

The transfer fee is the responsibility of the owner and will be deducted from sale proceeds.

**41<sup>st</sup> Triangle Spring Sale****(Nomination Form Updated March 18)****FRIDAY, MAY 15** **Cutting & Cow Horse Session - \$250** **Live Cattle - \$50****SATURDAY, MAY 16** **All Other Sessions - \$150** **Roping Steers - \$50***Fair Park Stalling & 3 Bags Shavings - \$50**May Bring Additional Shavings**Complimentary Track Cows***Horse Name** \_\_\_\_\_

(Or name choice &amp; date submitted if Registration Applied For)

**Registration Number** \_\_\_\_\_  AQHA  APHA  Other**Foaling Date** \_\_\_\_\_ **Color** \_\_\_\_\_**Sex**  Mare  Stallion  Cryptorchid Male  Gelding**Sire Name** \_\_\_\_\_**Registration Number** \_\_\_\_\_  AQHA  APHA  Other**Dam Name** \_\_\_\_\_**Registration Number** \_\_\_\_\_  AQHA  APHA  Other*Section 1...Check All That Apply* **NOT Sound For Performance** **NOT Sound For Breeding** **Vision Impaired** **Discoloration In Eye(s)** **Hearing Impaired** **Overbite/Underbite** **Cribber** **Weaver** **Neurological Disorder** **Tail Medically Altered** **Mane/Tail Extensions** **Joint Surgery** **Abdominal Surgery** **Hoof Damage/Shoe Pads** **Obvious Blemishes** **Other***Explain Any Checked Boxes***Consignor Name For Catalog** \_\_\_\_\_

(If different from Owner Name)

**Owner** \_\_\_\_\_**Address** \_\_\_\_\_**City, State, Zip** \_\_\_\_\_**Cell Phone** \_\_\_\_\_ **Other Phone** \_\_\_\_\_**Email** \_\_\_\_\_**Fitter** \_\_\_\_\_ **Phone** \_\_\_\_\_**Trainer** \_\_\_\_\_ **Phone** \_\_\_\_\_**Veterinarian** \_\_\_\_\_ **Phone** \_\_\_\_\_**Stall With** (other consignor) \_\_\_\_\_**For All Broodmares - In Foal?**  YES  NO **Pregnant For 2020**  **Pregnant For 2021** **Last Breeding Date(s):** \_\_\_\_\_**Sire Of Foal** \_\_\_\_\_**Breeding Disclosure:**  **With Return Breeding**  **Without Return Breeding** **Embryo For 2020**  **Embryo For 2021** **Last Breeding Date(s):** \_\_\_\_\_

Selling With Mare

Selling With Mare

**Sire Of Foal** \_\_\_\_\_**Breeding Disclosure:**  **With Return Breeding**  **Without Return Breeding** **2020 Foal Selling At Side** **Foaling Date:** \_\_\_\_\_**Sire Of Foal** \_\_\_\_\_ **No Breeding Attempt In 2019**  **Did Not Settle In 2019****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 Nominated** **Breeders Invitational Eligible** **AQHA Incentive Fund** **NRBC Certificate** **NRHA Competition License** **AQHA Ranching Heritage** **Future Fortunes** **Pink Buckle** **BBR Select Stallion Stakes** **Triple Crown 100** **Other***NOTE: Owner is responsible for authenticity*

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

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 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 consent to the electronic display of radiographs that I voluntarily submit to Asteris.

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.

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

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 this sale until all 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 from AuctionWare, LLC and its affiliates. I consent to the release and use of genetic testing provided by me (owner), consignor or AQHA. I understand the time, date or location of the sale may change should circumstances necessitate such a change.

1. I AGREE NOT TO PRESALE THE HORSE TO ANY BUYER UNDER ANY CIRCUMSTANCES PRIOR TO THE HORSE ENTERING THE AUCTION ARENA.

2. 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.

3. 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 submission of this agreement and Triangle Sales' authority to sell the horse becomes irrevocable at that time. AQHA/APHA shall be notified of such irrevocability for the purpose of "flagging" the horse's file 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, as liquidated damages and not as a penalty, excused ONLY by the submission of the official Triangle Vet Statement (available through the sale office or on the website).**

4. 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. I understand that I have the right to "repurchase" or "pass-out" the horse at no additional fee. Unless waived by announcement, there shall be a minimum "upset (starting) bid" of \$1,000, for any horse presented for sale. Thus, no horse will be sold for less than \$1,000. 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. All information regarding the sale of a horse will not be deemed confidential.

5. 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) ORIGINAL REGISTRATION CERTIFICATE; (B) COMPLETED TRANSFER; (C) ORIGINAL BREEDERS CERTIFICATE (for pregnant broodmares/embryos); (D) any known genetic testing results (i.e. Herda, HYPP, etc). I agree, BEFORE OR BY SALE DAY, to deliver to Triangle Sales the originals of the following documents: (A) ORIGINAL NEGATIVE COGGINS dated within six (6) months of sale; (B) a health certificate dated within twenty (20) days of sale; (C) broodmare pregnancy status within twenty (20) days of sale (for pregnant broodmares/recipients) . I UNDERSTAND THAT Triangle Sales WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS, IN A FORM SATISFACTORY, ARE DELIVERED. I also agree that the registration certificate for any horse I purchase (or repurchase) held by Triangle Sales will be held until my account is paid in full.

6. 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.

7. OWNER WARRANTIES – I guarantee to all parties the following warranties, unless I disclose otherwise and announce 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; (D) the horse is suitable for the purpose for which it is represented; (E) I agree to fully disclose all medication(s) the horse is receiving for announcement at the time of sale. I acknowledge that unless this Term #7 is followed, a buyer may refuse the horse and I will owe Triangle Sales the sale expenses and sale commission (8%) or \$1,000, whichever is greater. I UNDERSTAND THAT IF MY HORSE IS REFUSED BY THE BUYER ALL ARRANGEMENTS AND EXPENSES TO RETURN MY HORSE ARE SOLELY MINE.

8. I understand that I am required to and shall inform Triangle Sales of any such condition in Term #7 that may be applicable to this horse prior to the time of sale. The full responsibility that an announcement be made while the horse is in the auction arena regarding any negative warranty is solely mine as the owner/seller. Should such announcement not be made at the time of sale, I understand that the buyer has the right to refuse the horse.

9. I understand that if Triangle Sales has paid me for my horse but I fail to make full disclosure of any warranty issue in Term #7, I will attempt to reach a fair settlement with the buyer.

10. 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 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, illness or return of the horse.

11. 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) within 30 minutes prior to the sale of the horse; (C) instruct the Auctioneer or its designated representative of the amount of the reserve bid; (D) make known to the Auctioneer for announcement that the horse has been repurchased or passed-out BEFORE LEAVING THE AUCTION ARENA. Triangle Sales reserves the right to bid on my behalf up to the amount of my reserve. I agree to pay 8% commission on the final bid if I or my representative is the final bidder at my specified reserve bid price or a greater amount. I agree that Triangle Sales is absolved of any liability if this entire procedure is not strictly followed

12. 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 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. 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, or a future sale or by private sale to the extent that I might request.

13. I understand that PAYMENT TO OWNER will take place as follows: (A) payment will be mailed on or before the 6<sup>th</sup> 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 for transfer and returning papers of horses not meeting reserves within 14 working days following the Sale; (C) an assessment of \$150 per horse will be charged if any problems arise in procuring or processing paperwork. Sale proceeds may not be applied to purchases.

14. 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.

15. I agree that these Terms and 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 Triangle Sales' successors and assigns. 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 cannot be amended except in writing executed by the parties.

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

Name: \_\_\_\_\_

(Please Print)

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

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

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