

The 41st Triangle Fall Sale At The AQHA World Show Friday, November 6 and Saturday, November 7, 2020

Oklahoma State Fair Park • Oklahoma City, Oklahoma

NOMINATION FORM and CONTRACT

Read Carefully As Some Requirements Have Changed With Online Video Bidding Possibilities

Live Auction • Online Video Auction • Timed Auction

NOMINATION DEADLINE – WEDNESDAY, SEPTEMBER 16

Submit To Sale Office By **September 16**

- This Completed Nomination Form and Contract – pages 3 & 4 signed**
- ORIGINAL REGISTRATION CERTIFICATE and SIGNED TRANSFER**
- Genetic Testing Results**
- Original Breeders Certificate, If Applicable**
- Optional - 4 Marketing Quality Digital Photos - Front, Rear And Each Side**

May Be Used For Website, Catalog, Online Video and/or Timed Auctions...if necessary

Email to office@trianglehorsesales.net

- Optional - 1 Marketing Quality YouTube Video - 2 Minutes Or Less**
Include A Short Clip Of Horse Walking Toward and Away From Camera

May Be Used For Website, Live, Online Video and/or Timed Auctions...if necessary

Email to office@trianglehorsesales.net



*NOTE: Nomination Fee Increases \$100 AFTER SEPTEMBER 16 or If Paperwork Is Incomplete.
All Fees May Be Deducted From Sale Proceeds.*

Submit To Sale Office By **October 16**

- Confirmation Of Your Intent to Work Cattle or Rope or Barrel Race**
Call (405) 275-2196 or Email to office@trianglehorsesales.net
- Notification Of Any Needed Changes To Original Registration Certificate** (Includes Color, Markings, Brand, Sex, Etc.)
Call (405) 276-2196 or Email to office@trianglehorsesales.net

Additionally:

- Vet Submission of Optional Online Digital Radiographs To Asteris Keystone - \$20**

Submit To Sale Office By **Sale Day**

- Original Negative Coggins Dated Within 6 Months Of Sale**
- Original Health Certificate Dated Within 20 Days Of Sale**
- Broodmare/Recipient Pregnancy Status Dated Within 20 Days Of Sale**

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

Mail: 43207 Benson Park Road, Shawnee, OK 74801

IMPORTANT SALE FACTS

SALE DATES, FORMAT, TIME AND LOCATION MAY CHANGE SHOULD THE NEED ARISE.

ACCEPTANCE/REJECTION

Nomination submitted without this contract will not be accepted. Triangle Sales will determine the acceptance or rejection of a nomination and will notify the seller immediately.

CATALOG PAGE ACCURACY

The catalog will be posted on our website at www.trianglehorsesales.net. 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.

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

SALE OFFICE

The sale office will open at 8:00 AM daily, Thursday, November 5, through Saturday, November 7. Please check-in at the sale office for your stall assignments and hip numbers.

STALLING

Bedded stalls will be available, at no additional fee, beginning Thursday, November 5, at 8:00 am. Early arrivals should contact the sale office for arrangements. Additional bedding 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.

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.

48 HOUR GUARANTEE

Every horse sells with a 48 Hour Guarantee for the limited warranties explained in Term #9 UNLESS announced otherwise.

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 Fall Sale page of our website - www.trianglehorsesales.net. Owners may submit radiographs that are dated within 60 days before the first sale session and must submit no later than 12:00 pm CST on Thursday, October 26 – FINAL DEADLINE.

LIVE CATTLE, TRACK COWS, ROPING AND BARREL DEMONSTRATIONS ON FRIDAY AND SATURDAY

There will be live cattle and complimentary track cows for use during the sale on both days. Roping and Barrel Demonstrations will be on both days at 8:00 am.

SALE HIP ORDER

Hip order for each sale session is 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.

41st Triangle Fall Sale

FRIDAY, NOVEMBER 6

Select Performance Session - \$400

- Live Cattle - \$65**
- Roping Steers - \$50**
- Barrel Demo – N/C**

SATURDAY, NOVEMBER 7

Stockyards Session - \$300

- Live Cattle - \$65**
- Roping Steers - \$50**
- Barrel Demo – N/C**

*Complimentary Track Cows Both Days
No Pass-Out Fee*

All Fees May Be Deducted From Proceeds

Office Use Only - X Ref

Horse Name _____ **Reg. No.** _____ AQHA APHA Other

(OR name choice & date submitted for pending registration...Note - horse with registration not applied for will not be accepted.)

Foaling Date _____ **Color** _____

Mare **Gelding** **Cryptorchid Male** **Stallion**-is frozen semen stored? _____

Sire Name _____ **Reg. No.** _____ AQHA APHA Other

Dam Name _____ **Reg. No.** _____ AQHA APHA Other

AQHA Parentage Verified **Yes** **No**

Estimated Market Value _____

Consignor Name For Catalog _____

(If different from Owner Name)

Owner _____

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

Address _____

City, State, Zip _____

Cell Phone _____ **Other Phone** _____

Email _____

Trainer/Fitter _____ **Phone** _____

Veterinarian _____ **Phone** _____

Stall With Another Consignor (name) _____

Section 1...Check Those Paid Through Sale Day

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

NOTE: Owner is responsible for authenticity

For All Broodmares

Pregnant For 2021 **Last Breeding Date:** _____

Sire Of Foal _____

With Return Breeding **Without Return Breeding**

Embryo For 2021 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**

No Breeding Attempt In 2020 **Did Not Settle In 2020**

Section 2...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

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 • ONLINE VIDEO • 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, via live, online video and/or timed auctions, 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 PRESALE THIS HORSE UNDER ANY CIRCUMSTANCE AFTER IT HAS BEEN ACCEPTED INTO THE SALE.

3. AUCTION PROCESS

I authorize Triangle Sales to offer the horse for live public auction, online auction or timed 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 Triangle Sales the balance due on demand.

4. NOMINATION FEE

I agree to pay the daily advertised, non-refundable Nomination Fee or to allow such as a deduction from my account. The Nomination 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. I understand that all original paperwork and any fee will be returned if the horse is not accepted

5. COMMISSION/UPSET BID

In addition to the Nomination 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 VETERINARY STATEMENT available through the sale office or on the website.

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 consent to the electronic display of radiographs that I voluntarily allowed my vet to submit to Asteris. 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 2 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 nomination 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 #7, 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, 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 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 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. SALE PROCEEDS MAY NOT BE APPLIED TO PURCHASES.

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.

Make a copy of this document for your files before returning the original to
Triangle Sales · 43207 Benson Park Rd · Shawnee, OK 74801 · (405) 273-8959
fax office@trianglehorsesales.net