

Triangle Sales: 2023 Spring Sale

May 4-6, 2023

Oklahoma State Fair Park • Oklahoma City, Oklahoma

CONSIGNMENT FORM AND CONTRACT

CONSIGNMENT DEADLINE – WEDNESDAY, MARCH 15

DUE BY MARCH 15, 2023:

- THIS COMPLETED CONSIGNMENT FORM – PAGES 3 & 4 REQUIRED.
- ORIGINAL REGISTRATION CERTIFICATE – *NOTIFY US OF ANY NEEDED CHANGES (COLOR, MARKINGS, BRAND, ETC.)*
- SIGNED TRANSFER.
- ORIGINAL BREEDERS CERTIFICATE - IF APPLICABLE.
- GENETIC TESTING RESULTS - IF APPLICABLE.

TO HELP US MARKET YOUR HORSE:

- WE ONLY USE PROFESSIONAL QUALITY PHOTOS AND VIDEOS.
- ONE MARKETING QUALITY DIGITAL PHOTO (*WILL BE USED FOR WEBSITE IF RECEIVED BY MARCH 15, 2023, AND IS SATISFACTORY.*)
- ONE MARKETING QUALITY YOUTUBE VIDEO – 2 MINUTES MAXIMUM. (*WILL BE USED FOR WEBSITE AND DURING SALE IF SATISFACTORY AND RECEIVED BY APRIL 15, 2023.*)

EMAIL PHOTO & VIDEO TO OFFICE@TRIANGLEHORSESALES.NET

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- CONFIRM YOUR PREFERRED SALE SESSION AND INTENT TO PREVIEW ON TOP OF PG. 3
 - RADIOGRAPH REPOSITORY (OPTIONAL) – ENCOURAGED FOR ALL PERFORMANCE HORSE PROSPECTS

RADIOGRAPHS MUST BE TAKEN WITHIN 60 DAYS OF THE FIRST SALE SESSION.

RADIOGRAPHS MUST BE SUBMITTED NO LATER THAN 5:00 P.M. CENTRAL TIME, FIVE DAYS PRIOR TO FIRST SALE SESSION

MUST BE RECEIVED BY SALE DAY:

- ORIGINAL NEGATIVE COGGINS DATED WITHIN ONE YEAR OF SALE.
- ORIGINAL HEALTH CERTIFICATE DATED WITHIN 20 DAYS OF SALE.
- BROODMARE, RECIPIENT PREGNANCY STATUS DATED WITHIN 20 DAYS OF SALE.

TENTATIVE SCHEDULE OF EVENTS

THURSDAY, MAY 4 – SALE: SESSION ONE – SUPER BARN – 10:00 A.M.

FRIDAY, MAY 5 – SALE: SESSION TWO – SUPER BARN – 10:00 A.M.

SATURDAY, MAY 6 – SALE: SESSION THREE – SUPER BARN – 10:00 A.M.

*Phone (405) 275-2196 • Fax (405) 273-8959 • Email:
office@trianglehorsesales.net Mail: P.O. Box 566, Tecumseh, OK 74873*

IMPORTANT SALE FACTS

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 REFERRED TO AS “ALLEY SALES” ARE NOT PERMITTED.

SALE OFFICE

The sale office will open at 8:00 A.M. daily - please check-in at the sale office for your stall assignments and hip numbers.

STALLING

Bedded stalls will be available (3 large bags shavings), at no additional fee. Stalls will be available one day prior to first sale session. 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 ONE YEAR OF THE FINAL SALE SESSION. COPIES ARE NOT ACCEPTABLE NOR ARE TEST RESULTS PRINTED ON A HEALTH CERTIFICATE.
- 2) Original health certificate dated within twenty (20) days of sale.

OPTIONAL RADIOGRAPHS

An online radiograph repository will be provided by Asteris Keystone for a fee of \$25/horse. It is available for the benefit of owners/buyers and participation is VOLUNTARY. Recommended and suggested views are provided on the sale website – www.trianglehorsesales.net. Owners may submit radiographs that are dated within 60 days of the first sale session. These must be submitted no later than 5:00 P.M. Central Time, 5 days prior to the first sale session.

Every horse sells with a **24-HOUR GUARANTEE** for the limited warranties explained in Term #9 of the consignment form (pg. 4) UNLESS you have it announced otherwise.

DRAW SYSTEM FOR HIP NUMBERS

- A random computer draw system will be used to assign hip numbers.
- When horses with the same owner are drawn back-to-back, horses may be moved forward or backward.
 - Hip numbers for special productions/dispersals within a sale are determined by or on behalf of the owner.

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.

ORIGINAL REGISTRATION CERTIFICATES & TRANSFERS FOR BUYERS

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

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\$400 Consignment Fee – 8% Commission

NO PASS-OUT FEE

PLEASE SELECT SALE SESSION YOU PREFER (SELECT ONE):

- ☐ 1. Cutting/Cowhorse (Sells While Working Cattle)
☐ 2. Reining (Preview Available)
☐ 3. Barrels (Preview Available)
☐ 4. Team Roping/Calf Roping (Preview Available)
☐ 5. Ranch Riding/Trail Riding (Preview Available)

Check this box to enroll in sale preview. ☐

Horse Name: _____

Reg. Number: _____

☐ AQHA ☐ APHA ☐ OTHER

Foaling Date: _____ Color: _____

☐ MARE ☐ GELDING ☐ STALLION

Sire Name: _____ Reg. Number: _____

Dam Name: _____ Reg. Number: _____

Consignor (Owner): _____

(Sale Proceeds Will Be Made Payable/Mailed to Owner.)

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Agent (If Applicable): _____

Agent Phone: _____

Agent Email: _____

Trainer: _____ Phone: _____

Fitter: _____ Phone: _____

Stall With Another Consignor:

Name: _____

HEALTH QUESTIONS: (MUST Check Box If Any Apply)

- ☐ VISION IMPAIRED
☐ HEARING IMPAIRED
☐ CRYPTORCHID
☐ CRIBBER/WEAVER
☐ TAIL MEDICALLY ALTERED
☐ MANE/TAIL EXTENSIONS
☐ SURGERY – JOINT, ABDOMINAL, OTHER.
☐ OTHER

EXPLAIN ANY CHECKED BOXES/ANY OTHER HEALTH ISSUES ON ADDITIONAL PAGE

FOR ALL BROODMARES:

☐ PREGNANT FOR 2023

LAST BREED DATE: _____

SIRE OF FOAL: _____

- ☐ WITH RETURN BREEDING
☐ WITHOUT RETURN BREEDING

☐ EMBRYO FOR 2023 SELLING WITH MARE

LAST BREED DATE: _____

SIRE OF FOAL: _____

- ☐ WITH RETURN BREEDING
☐ WITHOUT RETURN BREEDING

RECIPIENT MARES SELL WITH NO DEPOSIT DUE NOR EXPECTATION OF RETURN – UNLESS OTHERWISE STATED.

FOOTNOTES (SIRE AND DAM RESEARCH PROVIDED) - SUBMIT ADDITIONAL PAGE IF NEEDED AND NOTE THAT IT IS INCLUDED:

PLEASE LIST ALL INCENTIVES ELIGIBLE/NOMINATED FOR

I have read all four (4) pages of this contract and understand/agree to the terms of the sale. I agree to the 24-hour guarantee for the limited warranties in sale term number nine.

Consignor Signature: _____ Date: _____

An original, copy or facsimile of Registered Owner Signature shall be valid for the purposes of this contract.

Complete and Return with Front & Back of Registration Certificate to Triangle Sales. Original Documents Due with Consignment Form.

Phone (405) 275-2196 • Fax (405) 273-8959 • Email: office@trianglehorsesales.net • Mail: PO Box 566, Tecumseh, OK 74873

TRIANGLE SALES

LIVE AUCTIONS • ONLINE VIDEO AUCTIONS • TIMED AUCTIONS

I enter this contract with Triangle Sales 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. CONSIGNMENT FEE

I agree to pay the daily advertised, non-refundable Consignment Fee or to allow such as a deduction from my account. The Consignment 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 Consignment 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 OFFICIAL VETERINARY STATEMENT. 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 10th banking day (Friday) 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 Triangle Sales

Credit Cards Also Accepted

Complete and Return with Front & Back of Registration Certificate.

Original Documents Due with Consignment Form.

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