



# **OKC Futurity Sale Registration & Settlement**



**SALE TICKET** – At the conclusion of bidding on each lot, the successful bidder will immediately complete and execute the Sale Ticket presented by the clerk. The Sale Ticket is not transferable without the approval of Better Barrel Races, LLC and the copy retained by the buyer must be presented by the buyer at the time of settlement.

**PAYMENT OF ACCOUNT** – Not later than one (1) hour after the conclusion of the session in which an animal is purchased, each buyer will make payment of the full purchase price for the animal to Better Barrel Races, LLC. Payment will be made by United States currency, bank wire, certified check, money order, or traveler's check, unless credit is approved by Better Barrel Races, LLC.

**CREDIT APPROVAL** – The approval of Better Barrel Races, LLC is required for all checks and funds which are not certified by a United States bank. Prior approval of credit may be obtained by delivery of an irrevocable letter of credit, banker's letter of reference or Request for Credit Verification to Better Barrel Races, LLC. Prospective buyers are requested to notify their bank that Better Barrel Races, LLC will contact the buyer's bank for credit confirmation. **PROSPECTIVE BUYERS ARE URGED TO OBTAIN PRIOR CREDIT APPROVAL TO AVOID DELAYS ON SALE DATES.**

**ORDER FOR DELIVERY** – After payment of the buyer's account in full, Better Barrel Races, LLC will issue to the buyer an Order For Delivery, possession of which will permit removal of the animal from the stables after payment of all applicable charges. Buyers are cautioned not to lose the Order For Delivery and Better Barrel Races, LLC assumes no responsibility for any delivery made on presentment of an Order For Delivery.

**AGENT'S AUTHORIZATION** – Persons acting as agents must so indicate on the Sale Ticket and file an Agent's Authorization in form satisfactory to Better Barrel Races, LLC, simultaneously with settlement of the buyer's account.

**EXPENSES** – All expenses relating to the animal incurred by Better Barrel Races, LLC after the hammer falls will be paid by the buyer. All accounts not paid within ten (10) days after the date of sale will bear interest at the rate of eighteen percent (18%) per annum. All court costs, filing fees, expenses of collection (including reasonable attorney's fees) and all expenses of insuring, maintaining, transporting or reselling any animal incurred by the consignor or Better Barrel Races, LLC arising from the buyer's default will be paid by the buyer. \$100 handling fee will be charged for each returned check received by Better Barrel Races, LLC.

**All purchases must be paid for in cash at time of sale.**

**Horses purchased must be moved from sale premises by 5pm on the Sunday immediately following the sale.**



# OKC Futurity Sale Terms & Conditions



**Better Barrel Races, LLC (BBR) is an independent contractor conducting a consignment sale of horses (each, an “Animal” or “Horse”) at the OKC Futurity Horse Sale (the “Sale”). This Sale will be conducted in accordance with, and all acts of interested parties and/or claims by them shall be governed by, the following terms and conditions:**

**APPLICABLE LAW** – All Horses in the Sale are offered according to the laws of the State of Oklahoma.

**WARRANTIES** – There is no warranty, express or implied, by BBR or any Sale staff as to the performing soundness, merchantability or fitness for any particular purpose of any Horse offered in this Sale. All Horses are sold “As Is” with all existing conditions and defects except as expressly provided herein. Owners, in the consignment agreement (each, an “Owner”), agree to have disclosed the following warranties: a) Title to the Animal free from all adverse claims to ownership, use, or possession; b) The Animal is sound of eyes and mouth; c) The Animal is not a “Cribber”; d) The sex and condition as a stallion, gelding, or ridgeling, of the Animal is as described in the Sale Catalog; e) The Animal is not afflicted with Locomotor Ataxia (Wobbler Syndrome); f) That Owner will disclose any Invasive Surgery(s) that the Animal has had and provide a veterinarian’s certification that the Animal has suffered no ill effects from such surgery; and g) That the Animal has never been administered any Exogenous Anabolic Steroids. Potential buyers may, at their expense and with the express permission of the Owner, have a veterinary examination performed on any Animal prior to it entering the auction arena.

**BIDDING PROCEDURE** – The person making the highest bid recognized by the Auctioneer shall be the buyer. The Auctioneer reserves the right to reject any and all bids. At the conclusion of bidding on each lot, the buyer will complete and execute the Buyers Acknowledgement of Purchase.

**CONSIGNERS RIGHT TO BID** – Consigners reserve the right to bid to protect the desired sale price of their Horse. To do so, the consigner, or their representative, must deliver to the sale office a completed reserve bid form to BBR at least 30 minutes prior to the Sale or be the final recognized bidder and sign the Buyers Acknowledgement of Purchase. BBR reserves the right to bid on behalf of the consigner up to the reserve amount.

**BIDDING DISPUTES** – Should any dispute arise between two or more bidders, the Auctioneer shall settle said dispute and his decision shall be absolute, final and binding on all parties. In case of dispute, bidding may be re-opened for advance bids from the disputed parties, and in the absence of such the bidder from whom the Auctioneer recognized the final bid shall be deemed the buyer. If the dispute results in a reduced bid, bidding may be reopened to all bidders.

**TITLE AND DELIVERY** – Title transfers immediately to the buyer at fall of the hammer. All risk of loss including but not limited to illness, injury or death of horse is assumed by buyer with

Transfer of Title, as does responsibility for care and maintenance of Horse. Upon settlement of buyer’s account, BBR will issue a “Order For Delivery” permitting removal of the Horse from the sale premises.

**SETTLEMENT** - Not later than one (1) hour after the conclusion of the session in which an Animal is purchased, Buyer shall make payment of the full purchase price for the Animal to BBR. Payment will be made by United States currency, bank wire, certified check, money order, or traveler’s check, unless credit is approved by BBR. All expenses relating to the Animal incurred by Better Barrel Races, LLC after the hammer falls will be paid by the buyer. All accounts not paid within ten (10) days after the date of sale will bear interest at the rate of eighteen percent (18%) per annum. All court costs, filing fees, expenses of collection (including reasonable attorney’s fees) and all expenses of insuring, maintaining, transporting or reselling any animal incurred by the consignor or BBR arising from the buyer’s default will be paid by the buyer. \$100 handling fee will be charged for each returned check received by BBR.

**CATALOG DESCRIPTION/ANNOUNCEMENTS** – Information contained in the sale catalog may have been compiled from third party services on behalf of the consigner. BBR makes no warranties as to the accuracy of this information and it is the responsibility of the consigner to notify BBR of any corrections prior to the sale. Any corrections or additions to details in the sale catalog will be announced from the auction block. Buyers should pay close attention to all announcements and consult a ringman with any questions regarding announcements made about a horse up for bid.

**RIGHT OF RETURN** – In the event an Animal is not accurately represented in the Sale Catalog and subsequent announcements, or if Owner fails to disclose any conditions as described in the WARRANTIES section above, a Horse may be subject to return by the Buyer. Buyer must submit written notice of rejection along with supporting veterinary reports documenting condition of Animal to BBR within 48 hours of the close of Sale. BBR may require inspection and testing of Animal by a veterinarian of it’s choosing to verify if issues or defects were present at the time of sale. The determination of this veterinarian will be final. If issues or defects are determined to be present and unannounced, sale of the Animal shall be deemed null and void and consigner shall refund to buyer the full purchase price and reasonable costs associated included veterinary services.

**DEFAULT** – Any buyer failing to comply in any respect with the conditions for SETTLEMENT and TITLE AND DELIVERY, herein, shall be declared in default. OFB may, at its discretion, pursue any remedy available against defaulting buyer including, but not limited to, taking possession of the Animal and resale of Animal by public or private treaty. In any such case, defaulter is liable for any deficit in his account including cost of maintenance and resale, service charges, attorneys’ fees, costs of litigation and damages.

THIS FORM MUST BE SUBMITTED TO THE OKC FUTURITY HORSE SALE AT LEAST ONE WEEK PRIOR TO THE SALE

## ALL BUYERS AND PROSPECTIVE BIDDERS CHECKING ACCOUNT VERIFICATION

**OKC Futurity Horse Sale**

Date \_\_\_\_\_

PO Box 720900 Office: (405) 230-7167

Norman, OK 73069 Fax: (405) 217-0005

**FROM:**

\_\_\_\_\_  
(Name) (Farm Name or Employee)

\_\_\_\_\_  
(Address) (City / State / Zip)

\_\_\_\_\_  
(Telephone) (Telephone)

**Approximate Amount of Purchases: \$** \_\_\_\_\_

**To be completed by Bank Officer**

The credit application whose signature appears below has had an account with this bank for \_\_\_\_\_ years.

The average balance of this account during the past two (2) years had been in the range of \$ \_\_\_\_\_

\_\_\_\_\_  
(Account No.) (Bank Name)

\_\_\_\_\_  
(Address) (City/State/Zip)

\_\_\_\_\_  
(Bank Officer's Name) (Title) (Telephone)

\_\_\_\_\_  
(Bank Officer's Signature) (Date)

**By signing this account verification, applicant authorized BETTER BARREL RACES, LLC to perform a credit investigation.**

Signature of Applicant: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**NOTARY PUBLIC**

\_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

My commission expires \_\_\_\_\_

# AGENT'S AUTHORIZATION

**OKC Futurity Horse Sale**

PO Box 720900      Office: (405) 230-7167  
Norman, OK 73069      Fax: (405) 217-0005

Date \_\_\_\_\_

I have this day appointed \_\_\_\_\_

(the "Appointee") to act for me as my agent at the OKC Futurity Horse Sale to be held on December 9, 2022. Said Appointee, as my duly appointed and authorized agent, shall have full power and authority to act for me in any and all matters in connection with or arising out of the sale or purchase of animals at said sale, and is authorized to execute any and all documents in connection therewith; to grand OKC Futurity Horse Sale, a security interest in any animals purchased; to receive and disburse any and all funds and to do all things incidental to and in furtherance of the sale or purchase of horses. All proceeds for sale of any animals owned by me may be paid to my Appointee and I agree to pay for all animals purchased by said Appointee on my behalf. This agency is revocable only by my written notice delivered to OKC Futurity

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

My commission expires: \_\_\_\_\_