

Markel Insurance

Breeders Championship Futurity

Yearling Sale Friday, August 16, 2024

Held in conjunction with the
NSBA World Championship Show
Tulsa, Oklahoma



Consignment Fee: \$650 per horse

Consignments Accepted: February 15 - June 1, 2024

Limited Consignments Accepted

Return consignment form and required documents to:

NSBA

Attn: Yearling Sale

120 Mesa St.

Weatherford, TX 76086

Phone: (847) 623-6722





"Commitment to Integrity"



MARKEL INSURANCE

BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE

FRIDAY, AUGUST 16, 2024 5:00 PM • SALE PREVIEW THURSDAY, AUGUST 15, 2023 5:00 PM
BUILT FORD TOUGH LIVESTOCK COMPLEX • TULSA, OKLAHOMA

2024 CONSIGNMENT FORM

(All yearlings **must** be NSBA Breeders Championship Futurity and/or Color Breeders Championship Futurity enrolled)

Consignments Accepted: **February 15 - June 1, 2024** | Photo and Video Deadline: **July 1, 2024**

Consignment Information

Owned by: _____ Authorized Agent : _____

Horse Name: _____ AQHA APHA Other: _____ Registration #: _____

Check if: Cribber Sight Defect Cryptorchid Ridgling Wind Sucker Other (explain) _____

Foaling Date: Month _____ Day _____ Year _____ Color _____ Sex Mare Stallion Gelding

Sire: _____ AQHA APHA Other: _____ Registration #: _____

Dam: _____ AQHA APHA Other: _____ Registration #: _____

Program Enrollments: NSBA Breeders Championship Futurity NSBA Color Breeders Championship Futurity NSBA SIF License
 Other Association Programs _____

Owners statement (as you want it to appear in the catalog. Attach separate page. Show records are subject to verification)

- Managed by NSBA and held in conjunction with the 2024 NSBA World Championship Show
- CONSIGNMENT FEE is \$650 (After June 1, \$100 Late Fee, if sale is not full)
- CONSIGNOR'S COMMISSION is 8% of the final bid.
- BUYER'S PREMIUM is 5% of the final bid or \$250 whichever is greater.
- Consignor/owner must be a current NSBA member.
- Catalog order will be determined by the method described in the Conditions of Sale. ~~in alphabetical order starting with the first letter of the second dam's name of each horse selling.~~ Additionally, yearlings that have submitted radiographs to the repository in accordance with the Radiograph Repository Contract will not be placed in the first 15 hip numbers nor the last 15 hip numbers
- Consignment fee includes pedigree research, catalog and online advertising, stall, and bedding (2 bags).
- Complete and sign this form and return with payment along with the original breed registration certificate, Breeders Championship Futurity Certificate, signed transfer(s), if pending copy of completed Breeders Certificate, copy of valid drivers license, notarized Agent Authorization Form.
- Owners statement will be included in catalog when provided on Consignment Form.
- Media Specifications: Photo suitable for publication - file size minimum 1MB per photo (800x600 pixels or larger is preferred with a 300 dpi resolution); Videos - maximum length 3 minutes. YouTube URLs accepted. Videos are optional but encouraged for advertising purposes. Deadline for Media is **July 1, 2024**. Subject to review.

Owner's Information

Name: _____ NSBA Member #: _____ Social Security #: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Fax#: _____ Email: _____

Owner hereby warrants unto NSBA and all subsequent parties that all information supplied regarding this contract and the yearling consigned is true and correct. Owner further acknowledges that the accuracy of all information printed in the sale catalog remains the sole responsibility of the owner to verify, and agrees that this agreement is binding on and inures to the benefit of all heirs, successors, or assigns. I have read all pages of this Contract, Consignment Contract, and the Conditions of Sale, fully understand and agree to the same, including my indemnity obligations and agree that this yearling will appear at the sale and I will be responsible for all applicable fees if horse sells as a result of this sale.

Owner Signature: _____ Date: _____

Credit Card: MasterCard _____ Visa _____ Discover _____ American Express _____ (above stated fee is for cash or check paying customers)

Credit Card #: _____ Exp. Date: _____ Security Code: _____

SEND REQUIRED DOCUMENTS TO: NSBA • Attn: Yearling Sale • 120 Mesa St, Weatherford, TX 76086

Only consignments with required original documents and payments will be considered as received. v1



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BUILT FORD TOUGH LIVESTOCK COMPLEX • TULSA, OKLAHOMA

2024 CONSIGNMENT CHECKLIST

JUNE 1ST DEADLINE

- Completed and signed consignment form
- Consignment fee
- Original breed registration certificate(s) reflecting the ownership listed on the papers or if pending copy of completed Breeders Certificate
- Breeders Championship Futurity Certificate
- Signed breed transfer(s)
- Owners statement
- Copy of owner/consignor current NSBA Membership card
- Copy of consignor's drivers license
- Notarized Agent Authorization Form (if applicable)

July 1st DEADLINE

- Quality digital photo suitable for publication
 - o Minimum 1mb per photo. 800x600 pixels or larger is preferred with a 300 dpi resolution.
- Videos (optional but encouraged)
 - o Maximum length 3 minutes. YouTube URLs accepted (will be used on the NSBA Yearling Sale Channel)

SALE WEEK

- Check in at Sale Office
 - o ORIGINAL Coggins (6 months)*
 - o ORIGINAL Health Papers (30 days, valid through end of show)
- One (1) horse per certificate*

*Failure to comply will result in horse being withdrawn from the sale (See "Notice to Consignors")

SEND REQUIRED DOCUMENTS TO: NSBA • Attn: Yearling Sale • 120 Mesa St, Weatherford, TX 76086

Only consignments with required original documents and payments will be considered as received v1.24



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BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE
CONSIGNMENT CONTRACT



The terms in the Conditions of Sale, Consignment Form, Consignment Contract, and Notice to Consignors govern the sale. Any disputes or conditions not specifically covered by the aforementioned documents will be governed by actions of the Sale Management and all decisions will be final.

This contract is entered into between the Seller (consignor) and the National Snaffle Bit Association, Inc. (hereinafter referred to as the Sale Management). Consignors may designate an Authorized Agent to act on their behalf by completing the required Authorized Agent form and submitting it to the Sale Management no later than 24 hours before the start of the sale. The term Consignor will be synonymous with the term Owner.

1. Consigned yearlings must be enrolled in the Breeders Championship Futurity and/or Color Breeders Championship Futurity.
2. All consignments are subject to acceptance by the Sale Management and consignment fees for accepted yearlings are non-refundable. Sale Management will refund the consignment fees for yearlings that are not accepted into the sale. Consignment fees of \$650 are available for consignors tendering cash or checks drawn on American banks with this signed Consigned Contract by June 1, 2024. There will be a convenience fee for consignments paid by credit card. Foreign checks must be payable in US funds. Consignments received after June 1, 2024 will only be accepted if the sale is not full with a \$100 late fee.
3. Due to the limited number of consignments accepted the following consignment policies will be adhered to.
 - a. Limit of five consigned yearlings per owner/legal entity/family member in the same household.
 - b. Any yearling that has been transferred after March 1st of the sale year is subject to review.
4. Check-In protocol for received consignment contracts:
 - a. Entries will be accepted beginning February 15th and will close June 1st, 2024, unless sale is not full.
 - b. Entries with all required documents (excluding pending breed papers) and full payment will be accepted before entries with missing documents and/or payment.
5. The consignor warrants that any signature or information given on any document pertaining to this consignment is proper and correct.
6. An 8% commission of the final bid recognized by the auctioneer for each yearling will be paid to the Sale Management in addition to the consignment fee. This commission will be deducted from the consignor's sale proceeds.
7. The consignor may withdraw the consigned yearling, without penalty, upon presentation of a veterinary certificate to the Sale Management stating that a consigned yearling has died or suffers from a specific condition rendering it unfit for sale. In addition, should Sale Management consider a yearling unfit for auction after the consigned yearling arrives at the sale premises the Sale Management reserves the right to withdraw such consignment from the sale. The consignment fee will be forfeited for all withdrawals.
8. Consignor agrees that if a consigned yearling is privately sold or withdrawn at consignor's request, substitute consignments will be accepted until July 20, 2024. Consignor will tender to Sale Management an additional fee of \$350 with each substitution. Substitution fees for NSBA sponsors will be \$100. If the consignor fails to present any consigned yearling for any reason other than stated in paragraph 7 or substituted as discussed above, the consignor forfeits the consignment fee and agrees to pay the Sale Management on demand a fee of 8% of sale price if sold or \$2000 whichever is greater as liquidated damages, not as a penalty. Once the catalog has been indexed from the pedigree researcher no additions or changes will be made except for substitutions by an original consignor.
9. If the consignor elects to purchase their consigned yearling, the consignor/authorized agent must be the final bidder and sign the Acknowledgement of Purchase form. An 8% commission and a 5% buyers premium of the final bid will apply to all buy backs.
10. The consignor agrees to have all consigned yearlings physically present on the sale premises no later than 24 hours before the start of the sale. The consignor further agrees that all consigned yearlings will be physically presented in the auction arena as designated by order of sale. Responsibility for getting yearlings to and from the auction arena is that of the consignor.
11. The consignor is the sole responsible party for the safety and well-being of the consigned yearling until the Acknowledgment of Purchase form is signed by the final bidder.
12. In the event that a purchaser fails to accept responsibility for a purchase and every effort has been made to sell the yearling as stated in the Conditions of Sale, the consignor agrees that Sale Management is not liable for any deficit in the sale price. Should the immediate resale be impossible or impractical, the consignor agrees to receive the yearling back as unsold without attaching any liability to the Sale Management. At no time does the Sale Management have a pecuniary interest in the consigned yearling.



MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE
CONSIGNMENT CONTRACT



13. The Sale Management is the contractor in this transaction between the purchaser and consignor and does not assume any responsibility for the collection of the purchase price other than as established in the Terms of Settlement as defined in the Conditions of Sale. In the event that the sale of any yearling is not consummated by reason of default by the purchaser, the Sale Management will not be liable for the purchase price of the yearling. The Sale Management does not guarantee the validity, enforceability, payment or collection of any instrument delivered to the Sale Management by the purchaser in payment of the purchase price of any yearling. In the event purchaser files, a written notice of rejection in accordance with the Conditions of Sale, settlement will be consistent with said document.
14. The Sale Management will determine the order of sale of all yearlings as defined in the Conditions of Sale. Additionally, consignors willing to voluntarily submit radiographs of their yearling(s) to the repository, will make said yearling(s) eligible to be placed after the first 15 hip numbers and before the last 15 hip numbers. In the event that more yearlings submit radiographs than the number of available hip numbers for yearlings with radiographs, hip numbering will be done in accordance to the Conditions of Sale. Guidelines for radiograph repository submission can be found in the Radiograph Repository Contract included in this sale packet.
15. Assigning of stabling facilities and changes to the time, date, or location, should any unforeseen circumstances necessitate, are subject to the Sale Management's discretion.
16. At the time of consignment, the following documents must be submitted: signed Consignment Form, and consignment fee, original certificate of breed registration that reflects the name of the current owner, Breeders Championship Futurity certificate, signed breed transfer report(s), if pending a copy of the completed Breeders Certificate, copy of driver's license, notarized Agent Authorization Form. Papers that reflect a different owner on the consignment form from the registration papers will not be accepted. Owners statement will be included in catalog when provided on Consignment Form. Submission of You Tube or video links, and at least one camera-ready photograph is encouraged. Decisions regarding the selection and use of the submitted photographs are reserved by the Sale Management.
17. An original health certificate (one yearling per certificate) dated no earlier than thirty (30) days prior to the sale date and an original negative Coggins test dated no earlier than six (6) months prior to the sale date must be provided to the Sale Management at the time of check in at the Sale Management office.
18. Providing all necessary and required documents are in order and the buyer has not stopped payment on their check or otherwise failed to pay for the yearling for any other reason Sale Management will send Registration Certificates to the breed association for transfer and payment to consignors will begin. Remittance of net proceeds to Owner/Consignor from Sale Management will be processed no earlier than ten (10) banking days after the sale.
19. I understand that the terms of this Sale Contract, the Conditions of Sale and Settlement Procedures published in the Sale Catalog will govern the sale of each yearling, and I hereby approve the same and agree to be bound. I further understand that Sale Management will govern any disputes or conditions not specifically covered by the Consignors Contract, Conditions of Sale, or Settlement Procedures, and all decisions by Sale Management shall be final.
20. This agreement will be binding on my heirs, personal representatives, successors, permitted assigns, the undersigned, and any successor in ownership of each yearling and will inure to the benefit of your successors and assigns.
21. The Sale Management does not warrant or guarantee the authenticity of validity of any statements relating to genetic defects including but not limited to HYPP and HERDA.



MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE
CONDITIONS OF SALE



The 2024 Markel Insurance Breeders Championship Futurity Yearling Sale is held in conjunction with the National Snaffle Bit Association (NSBA) World Championship Show. These Conditions of Sale form a contract for the sale and purchase of the consigned yearling. These conditions are binding even if you have not read them. The Conditions of Sale state the protection a buyer receives as well as the responsibilities of the buyer, seller and the National Snaffle Bit Association (NSBA) Sale Management. Sale Management is conducting this sale in accordance with, and all acts of interested parties and/or claims by them are governed by, the following conditions of sale.

FIRST - APPLICABLE LAW: All yearlings in this sale are offered according to the laws of the state of Oklahoma wherein the sale is conducted. Any consignor, bidder, buyer, agent and any other person having anything to do with this sale agrees that any dispute arising as a result of any occurrence having to do with any consignment or sale shall be subject to the jurisdiction and venue of the State and Federal Courts in Parker County, Texas. The right to bid is reserved for all consignors unless otherwise announced.

SECOND - WARRANTY IN GENERAL: There is no warranty expressed or implied by the Sale Management, auctioneer, sponsors, owner or consignor, as to the performing soundness, merchantability or fitness for any particular purpose of any yearling offered in this sale. All yearlings are sold "as is" with all existing conditions and defects except as set forth in conditions third, fourth, fifth and sixth below. Buyers should examine yearling(s) prior to purchasing.

THIRD - WARRANTIES AS TO SOUNDNESS: Unless an announcement from the auction stand, Sale Management Catalog, or as hereinafter provided, there is no warranty or guarantee of any kind as to the soundness or condition or other quality of any yearling(s) sold in this sale. **THE BUYER HAS THE RESPONSIBILITY TO EXAMINE THE YEARLING(S) BEFORE BIDDING.**

FOURTH - LIMITED WARRANTIES: Any yearling(s) unsound in eyes or mouth, (including but not limited to: "cribbers," "wind suckers," "cryptorchids," "ridgling", etc.) or displaying any other defect and/or blemish, must be so announced. Consignor/Agent further agrees to disclose if said horse is being administered any medication(s). Veterinary services are available to bidders for pre purchase examinations; each bidder is encouraged to conduct such inspection and examination of each yearling prior to the sale by a veterinarian at a mutually acceptable time to the owner. Prior to the sale, a prospective bidder may also have a veterinarian inspect all radiographs/disclosures placed in the repository related to the horse to the extent such records have been provided by the owner. Digital radiographs remain the property of NSBA and are not available for viewing after a horse has sold. The Consignor of each yearling represents and warrants to the buyer that the yearling is free from all adverse claims to ownership, use or possession. The Consignor sells each yearling without warranty and with all faults. In the event that any yearling is (a) not as represented in the Sale Catalog or, (b) breaches the foregoing limited warranty (c), or if the auctioneer fails to announce any modification to the Sale Catalog or limited warranty, the buyer shall file with the Sale Management a written notice rejecting the yearling. The written rejection is to include a veterinary notice certifying the conditions for rejection within twenty-four (24) hours after the close of the Sale or before removal of the yearling from the sale grounds, whichever is sooner. Upon Sale Management approval that the rejection is in the manner and within the time line provided, the buyer will return the yearling to the Consignor and Sale Management will refund to the buyer the full purchase price on behalf of the Consignor. The Consignor will also refund to the buyer all reasonable expenses incurred by the buyer in connection with the yearling from the fall of the gavel until return of the yearling to the Consignor. The Consignor will be charged the commission on the price achieved in the sale arena.

FIFTH - CONSIGNEE STATUS: The Sale Management is operating as an independent contractor engaged in the business of conducting a consignment sale. The Sale Management has compiled the Sale Catalog from information provided by the designated consignor. All announcements made by the auctioneer at the time of sale on behalf of the designated Consignor will take precedence over the printed provisions in the Sale Catalog. In the event of any dispute between the buyer and the consignor, the Sale Management will occupy the position of agent for a disclosed principal and stakeholder. On delivery of any property or funds held by the Sale Management to the Court having jurisdiction of such dispute, there are no obligations by the Sale Management to the Consignor or the buyer. The Sale Management makes no representation or warranty with respect to any yearling and the buyer must look solely to the designated Consignor for recovery of any damage due to the failure of any representation or limited warranty.

SIXTH - CATALOG AND ANNOUNCEMENTS: The Consignors represent yearlings catalogued in this sale. Neither the Sale Management nor the auctioneer is responsible for the accuracy of information provided. The Consignor has provided all information other than that which is provided by a pedigree service. Notice to the Sale Management prior to the sale of any modification to the sale catalog or limited warranty is the responsibility of the consignor or its designated agent. Further it is expected the consignor or agent must make publicly and immediately known to the auctioneer the changes should there fail to be an appropriate announcement from the auction block prior to or during the sale of their yearling. It is the sole responsibility of the consignor or their designated agent to verify the accuracy of the information and to notify the auctioneer of any corrections.

SEVENTH - BIDDING PROCEDURE: All buyers must obtain a bidder's number prior to bidding. All buyers will present a valid driver's license and sign a statement of their acceptance to the Conditions of Sale. The person making the highest bid recognized by the auctioneer shall be the buyer. The auctioneer shall immediately present the buyer with a document entitled Acknowledgment of Purchase for signature. It is the responsibility of the buyer to confirm the correct hip number and price before signing. Clearly print name and address, since this document is used for transfers, invoicing, and in publishing sale results. In the event the buyer does not sign the Acknowledgment of Purchase prior to commencement of bidding on the next lot offered, the buyer shall forthwith identify himself or herself to the auctioneer as the buyer and sign the Acknowledgment of Purchase. In the event that a person other than the recognized buyer or authorized agent signs the Acknowledgment of Purchase, such action shall not give the other person any right or title to the yearling. Immediately upon the auctioneer learning of the erroneous signing of the Acknowledgment of Purchase, he shall present the



MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE
CONDITIONS OF SALE



Acknowledgement of Purchase to the recognized buyer for signature. If the highest bidder fails to sign the Acknowledgement of Purchase immediately or otherwise fails to comply with the Conditions of Sale, or in the event of a mistake by the auctioneer, Sale Management reserves the option to resell the yearling and such resale shall terminate all obligations of Sale Management and the consignor to honor any prior bid.

EIGHTH - BIDDING DISPUTES: Should any dispute arise between or among two or more bidders, the auctioneer shall forthwith adjudicate the dispute, and his decision shall be absolute, final and binding on all parties. Bids received by personnel employed by the auctioneer or Sale Management have the same stature as bids received by the auctioneer. In case of dispute, the auctioneer will reopen the bidding for advance bids, and if there are no advance bids, the person recognized as the last bidder by the auctioneer is the buyer. Advance bidding shall be restricted to the disputing parties. Bidding is open to all if the bidding is below the level of the recognized bid at commencement of dispute. The auctioneer reserves the right to reject any or all bids.

NINTH - OWNERSHIP AND DELIVERY: Ownership and responsibility for the yearling(s) passes to buyer at the fall of the gavel. All risk of injury and responsibility for the yearling(s), including care for the yearling becomes the buyer's risk at that time. All consignment documents, including but not limited to registration papers, BCF certificate, and health certificate will be held until the buyer makes settlement as provided in Condition Ten (10) below. Buyer shall immediately present himself or herself to make settlement within sixty (60) minutes of the conclusion of the sale. Upon settlement by the buyer, the yearling(s) will be released by Sale Management to the buyer or his or her authorized agent. Taking possession of the yearling by buyer or his or her authorized agent shall constitute release by Sale Management. Upon release, the buyer will remove the yearling from the sale premises by noon of the day following the sale, or make specific provisions with Sale Management. Removal of all yearlings from the sale ground is required no later than 6:00 pm CST August 20. In addition, should the purchaser fail to remove their yearling(s) in accordance with the conditions of the sale, the Sale Management may remove yearling(s) from the sale premises at the buyer's risk and expense. The Sale Management expects the consignor and buyer (or their authorized agents) to meet as soon as practical after the fall of the gavel in order to make certain of the continued care and welfare of the yearling(s).

TENTH - TERMS FOR SETTLEMENT:

1. *Method of Settlement* - No later than one hour from the conclusion of the sale, the buyer shall make settlement with the Sale Management Cashier for the full purchase price, and any sales tax that may be due and owing as determined by the State of Oklahoma and Tulsa County. Buyer will be assessed a penalty fee of \$100 if they fail to settle one hour after the conclusion of the sale. Payments to others, including Consignors or their authorized agents, do not constitute settlement. The Buyer shall present himself or herself to make settlement as provided in Condition Nine (9) above. All settlements shall be in U.S. Currency or checks drawn on U.S. Banks ONLY. Methods of settlement are cash, cashier or certified check, personal check with picture identification such as valid driver's license or passport, traveler's checks, MasterCard, Visa, Discover or American Express. The Acknowledgement of Purchase is not transferable without the approval of Sale Management and the buyer must present a copy of the Acknowledgement of Purchase retained by the buyer at the time of settlement. All registration papers will be held by the sale management until all checks clear the bank.
2. *Buyer's Premium* – This additional fee is required of the buyer above the acknowledged purchase price. The buyer's premium is 5% of the purchase price or \$250 whichever is greater.

ELEVENTH - DISCIPLINARY ACTION: Any consignor, agent, buyer or other individual or entity not abiding by the terms of these Conditions of Sale shall be subject to disciplinary action as set forth in the NSBA Rule Book.

TWELFTH – SALE ALUMNI PURSE: The Sale Alumni Breeders Championship Futurity purse will pay 90% of the alumni purse earnings to the owners of the alumni earning payment. The Consignors of these alumni purse earners will receive 10% of said earnings. To be eligible for the Alumni purse a yearling must be entered and be offered through the sale ring.

THIRTEENTH – Admission to the premises constitutes your agreement to be photographed filmed videotaped or otherwise recorded in connection with the shows sale and other related activities held in conjunction with the sale.



MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE
CONDITIONS OF SALE



NOTICE TO CONSIGNORS

Consignors must submit original breed registration papers, a signed transfer, and the Breeders Championship Futurity certificate at the time of consignment. Sale Management must receive an original negative Coggins test and original health papers at check in to the sale premises. Failure to comply will result in withdrawing the yearling(s) from the sale and Sale Management will retain the consignment fee(s).

Sale Management will assign stalls and hip numbers and the consignor may not change them. Hip numbers must be on yearlings when going through the sale ring. Hip numbers (lot orders) for this sale will be determined by using the first letter of the second dam's name, starting with "K" in 2024 and dropping five letters each subsequent year. Additionally, consignors willing to voluntarily submit radiographs of their yearling(s) to the repository, will make said yearling(s) eligible to be placed after the first 15 hip numbers and before the last 15 hip numbers. In the event that more yearlings submit radiographs than the number of available hip numbers for yearlings with radiographs, hip numbering will be done in accordance to the Conditions of Sale. Sale Management will make a random draw prior to assigning hip numbers to determine the beginning letter for the alphabetical assignment of the hip number. ~~For example, if the letter M is drawn, the consignments whose second dam's name begins with M will be the first hip numbers and those with L in the same name will be last.~~ Consignors are responsible to ensure accurate and complete information is available for the auctioneer no later than 5:00 pm CST the day prior to the sale. A Consignors meeting will be held prior to the sale to inform Consignors of sale day procedure, exact time to be announced at complex. When assigning an Authorized Agent, the consignor must complete an Authorized Agent Form and submit it with required consignment documents. The seller will furnish a halter and lead rope with all yearlings sold.

NOTICE TO BUYERS

Buyer has the responsibility to examine the yearling(s) and any and all documents regarding DNA results before bidding.

Breed registration papers are available for review with the sale office.

Veterinarians are available on the sale grounds.

Prior to the sale, a prospective buyer may also have a veterinarian inspect all radiographs/disclosures placed in the repository related to the horse to the extent such records have been provided by the owner.

A Buyer's Premium is an additional fee that is required of the buyer above the acknowledged purchase price. The buyer's premium is 5% of the purchase price or \$250 whichever is greater. Only yearlings that have been sold through the sale ring are eligible for the additional NSBA Breeders Championship Futurity Sale Graduate purse.

The Breeders Championship Futurity Certificate and breed association transfer fees are the responsibility of the buyer at the time of settlement. An NSBA membership is required for all horse purchases.

Buyers and spectators are cautioned to be careful while on the grounds.

Under Oklahoma Law, a livestock professional or livestock activity sponsor is not liable for an injury to or the death of a participant in livestock activities resulting from the inherent risks of livestock activities, pursuant to the Oklahoma Livestock Activities Liability Limitation Act.

TERMS FOR SETTLEMENT

No later than one hour from the conclusion of the sale, the buyer shall make settlement with the Sale Management Cashier for the full purchase price, and any sales tax that may be due and owing as determined by the State of Oklahoma and Tulsa County. Buyer will be assessed a penalty fee of \$100 if they fail to settle one hour after the conclusion of the sale. All settlements shall be in U.S. Currency or checks drawn on U.S. Banks ONLY and payable at the time of the sale. Methods of settlement are cash, cashiers or certified check, personal check with picture identification, such as driver's license or passport, traveler's checks, MasterCard, Visa, Discovery or American Express credit cards. Settlement with a credit card will be subject to a 4% convenience fee. Buyers are responsible for any cost of collection, including attorney's fees. After payments clear the bank, the Sale Management will release to the appropriate breed registries, breed registration papers and Breeders Championship Futurity certificates. All returned checks will be referred to the Parker County Attorney's office to file charges and there will be a \$100.00 charge for all returned checks and declined credit cards. Full payment including all applicable fees must be made within 3 business days after confirmation of a returned check or declined credit card. If payment is not received within 3 business days disciplinary action will be taken as set forth in the NSBA Rule Book.



MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE
CONDITIONS OF SALE



Internet Bids:

Live Internet bids will also be taken at the time of the auction. Sale Management will not be held responsible for any failure to properly execute such a bid whether it is due to equipment failure, loss of connection, or any other circumstance beyond Sale Managements control. All bidding by internet is solely at the risk of the bidder. Please note a credit card is required to register for online bidding. Online bidders must complete and email the Online Bidder Form along with a copy of their state issued drivers license to office@nsba.com no later than 48 hours before the scheduled auction start time. For further details, please visit the auction page on the website www.nsba.com.

Telephone Bids:

Live telephone bids will be accepted. Buyers must complete a Telephone Bid Form and submit it to Sale Management along with a copy of their state issued drivers license no later than 48 hours before the scheduled auction start time. Please note a credit card is required to register for telephone bidding. On the day of the auction, a member of our staff will call you at the provided number prior to when your selected lot is scheduled to enter the sale arena. Once the bidding has started on the yearling, our representative will inform you of the current bid level and ask if you would like to bid. Sale Management will not be held responsible for any failure to properly execute such a bid whether it is due to equipment failure, loss of connection, or failure to hear or understand the bidder's directions. All bidding by telephone is solely at the risk of the bidder. For further details, please visit the auction page on the website www.nsba.com.

Absentee Bids:

Buyers must complete an Absentee Bid form and submit it to Sale Management along with a copy of their state issued drivers license no later than 48 hours before the scheduled auction start time. Sale Management will not be held responsible for any failure to properly execute an Absentee bid for any reason. For further details, please visit the auction page on the website www.nsba.com.

RADIOGRAPH REPOSITORY

Asteris contact – TBD

Digital radiographs are optional for all yearlings consigned in the Markel Insurance Breeders Championship Futurity Yearling Sale. In addition to using the hip number assigning method described in the Conditions of Sale, yearlings that have radiographs on file in accordance with this contract will be placed after the first 15 hip numbers and before the last 15 hip numbers.

Final Deadline for radiographs to be submitted is August 1st

RADIOGRAPH REQUIREMENTS

- Submitted radiographs must be taken on or after July 1st. All radiographs need to be uploaded to the *Asteris* online repository on or before August 1st
- All digital radiographs must be submitted in DICOM format – (no other formats work – Do not send JPEGs).
- All radiographs must be included in a single DICOM study.
- **DICOM TAG REQUIREMENTS** must follow the following specifications:
 - Patient ID = Breed Registration Number and/or Hip number as listed in the catalog.
 - Patient Name = Horse name spelled exactly as it appears on breed registration papers
 - IF PENDING, must include: Sire x Dam, Date of Birth, and Sex
 - Study Description = Consignor’s Name as listed in the catalog
 - Study Date = Date of X-Rays
- **ADDITIONAL FILMS:**
Below are the minimal views required for the repository. Owners may submit additional films, if desired.
- **LABELING:**
 - Standard markers for radiographic views are always lateral unless there is no lateral aspect, then they are placed dorsally. For oblique views, the marker is located palmar or plantar on a DLPMO and dorsally on a DMPLO. For an AP view, the marker is located laterally and for a lateral view, the marker is located dorsally.

MINIMUM VIEWS

STIFLE: (Bilateral)

Caudocranial view with 10-20 degree proximodistal beam

Caudal 30-degree lateral – craniomedial oblique – in a weight bearing position

HOCK: (Bilateral)

Lateral to medial

DLPMO

DMPLO or PLDMO

FRONT FOOT NAVICULAR BONE

60 – Degree DP of foot using navicular bone technique

Skyline/Flexor view of navicular bone

FETLOCK: (Front and Hind)

Lateral to medial

Owner Signature: _____ Date: _____



MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE
RADIOGRAPH REPOSITORY CONTRACT



REPOSITORY RULES

NSBA has established an online repository with *Asteris* where consignors will submit digital radiographs to be viewed by interested parties. Additionally, there will be an onsite Repository viewing area during the Markel BCF Yearling sale.

All digital radiographs must be submitted to the *Asteris* repository and no information may be removed from the repository for any reason whatsoever.

No one is allowed to enter the onsite repository unless accompanied by a licensed veterinarian. Log in credentials for the online repository are available for any licensed veterinarian (not limited to the US).

No copies or electronic transmission of any digital radiographs contained within the repository will be submitted to anyone.

Consignor agrees to submit radiographs of the consigned yearling referenced below by August 1st. If the required radiographs are not made available by the deadline, said yearling will be moved to the end of the sale.

Note: Results of Radiographs are not a consideration for sale entry. Radiographs are not expected to prove an animal “perfect”; this practice merely allows interested parties the opportunity to make decisions based on information made available.

****The NSBA does not view radiographs, nor do the results determine entry into a sale session and results will not be announced.**

DIGITAL RADIOGRAPHS REMAIN THE PROPERTY OF NSBA AND ARE NOT AVAILABLE FOR VIEWING AFTER A HORSE HAS SOLD.

Horse Name: _____ AQHA APHA Other: _____ Registration #: _____

Foaling Date: Month _____ Day _____ Year _____ Color _____ Sex Mare Stallion Gelding

Owner Name: _____ NSBA Member #: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____

Owner hereby warrants unto NSBA and all subsequent parties that all information supplied regarding this contract and the yearling consigned is true and correct. Owner further acknowledges that the accuracy of all radiographs and information submitted remains the sole responsibility of the owner to verify, and agrees that this agreement is binding on and inures to the benefit of all heirs, successors, or assigns. I have read all pages of this Contract, Consignment Contract, and the Conditions of Sale, fully understand and agree to the same, including my indemnity obligations and agree that this yearling will appear at the sale and have the minimum radiographs available in the repository on or prior to the deadline.

Owner Signature: _____ Date: _____



"Commitment to Integrity"



MARKEL INSURANCE

BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE

FRIDAY, AUGUST 16, 2024 5:00 PM • SALE PREVIEW THURSDAY, AUGUST 15, 2024 5:00 PM
BUILT FORD TOUGH LIVESTOCK COMPLEX • TULSA, OKLAHOMA

WITHDRAWAL REQUEST

Horse Name: _____ Breed Registration #: _____

Owner/Consignor Name: _____

Withdrawal Reason (please check as appropriate):

_____ Death _____ Medical Condition Rendering Unfit for Sale _____ Other

I understand:

- Withdrawals due to death or medical conditions rendering the yearling unfit for sale must include a veterinary certificate.
- The consignment fee is forfeited for all withdrawals.
- The original breed registration papers, BCF certificate, and signed transfer form will be returned to me by certified mail, signature required, upon NSBA receiving 8% of the sale price if sold or \$2000, whichever is greater, as the liquidated damages fee for yearlings not withdrawn for medical reasons, as defined in paragraph 8 of the NSBA Markel Insurance Breeders Championship Futurity Yearling Sale Consignment Contract.

By signing this document, I certify that I am withdrawing said yearling from said sale for the reason indicated. Notarized veterinary certificate is included if so required.

Owner/Consignor Signature Date

Witness Date

Office Use Only

Credit Card: MasterCard _____ Visa _____ Discover _____ American Express _____ (above stated fee is for cash or check paying customers)

Credit Card #: _____ Exp. Date: _____ Security Code: _____

Approved by: _____ Date: _____



MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY YEARLING SALE
AGENT AUTHORIZATION FORM



Date: _____ I have this day appointed (print name): _____ to act as my agent at the 2024 NSBA Markel Insurance Breeders Championship Futurity Yearling Sale. As my duly appointed and authorized agent, _____ shall have full power and authority to act for me in all matters in connection with or arising out of the sale or purchase of yearlings at said sale as indicated below. Appointee is:

1. Authorized to execute all documents in connection therewith.
2. Authorized to do all things incidental to and in furtherance of the sale or purchase of consigned yearling(s).

This appointment is revocable only by my written notice delivered to Sale Management prior to the sale and applies only to yearlings consigned to the aforementioned sale.

Name _____ Signature _____

Address _____ City _____ State _____ Zip _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public

_____, COUNTY _____

My Commission Expires: _____

SEAL



"Commitment to Integrity"

**MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY
YEARLING SALE**



**FRIDAY, AUGUST 16, 2024 5:00 PM • SALE PREVIEW THURSDAY, AUGUST 15, 2024 5:00 PM
BUILT FORD TOUGH LIVESTOCK COMPLEX • TULSA, OKLAHOMA**

ABSENTEE BID FORM AND BANK ACCOUNT VERIFICATION

If you cannot attend the sale personally, you may complete this absentee bid form on any Hip Number(s) you are interested in buying and forward it to us along with a copy of your state issued drivers license by email to office@nsba.com . Visit www.nsba.com for further sale information.

(Please print clearly) Name of Bidder: _____
Address of Bidder: _____
City, State, Zip Code: _____
Social Security #: _____
Phone: _____ Email Address: _____

I would like to enter bid(s) as follows on:

Hip #	Yearling Name	Bid Amount

- Sale Management must receive, completed in full, this form and a copy of your state issued drivers license no later than 48 hours before the scheduled auction start time.
- When bidding begins for the yearling(s) listed above, our representative will bid on your behalf up to the amount listed.

A CHECK OR MONEY ORDER FOR THE FULL AMOUNT OF THE ABSENTEE BID MUST ACCOMPANY THIS LETTER. If the bid is successful, any overage will be returned to you. If unsuccessful your funds will be returned to you.

In signing this form, I agree to the Conditions of Sale posted at www.nsba.com and included in the Breeders Championship Futurity Yearling Sale digital and print catalog.

Signature: _____ Date: _____

Witness: _____ Date: _____

TO BE COMPLETED BY BANK OFFICER

The applicant whose signature appears above has had an account with this bank for _____ years. The average balance of this account during the past year has been in the range of \$ _____.

Signed: _____ Bank Officer's Printed Name: _____

Title: _____ Name of Bank: _____

Address: _____

Telephone #: _____ Bank Routing #: _____ Bank Account #: _____



"Commitment to Integrity"

**MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY
YEARLING SALE**



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BUILT FORD TOUGH LIVESTOCK COMPLEX • TULSA, OKLAHOMA**

TELEPHONE BID FORM AND BANK ACCOUNT VERIFICATION

If you cannot attend the sale personally, you may complete this bid form for any Hip Number(s) you are interested in buying and forward it, along with a copy of your state issued drivers license by email to office@nsba.com . Visit www.nsba.com for further sale information.

(Please print clearly) Name of Bidder: _____

Address of Bidder: _____

City, State, Zip Code: _____

Social Security #: _____

Phone: _____ Email Address: _____

I would like to enter bid(s) as follows on:

Hip #	Yearling Name

- Sale Management must receive, completed in full, this form and a copy of your state issued drivers license no later than 48 hours before the scheduled auction start time.
- On the day of the auction, a member of our staff will call you at the provided number one hip number before your requested hip number enters the sale arena. Once the bidding has started on the yearling, our representative will inform you of the current bid level and ask if you would like to bid.
- Sale Management will not be held responsible for any failure to properly execute such a bid whether it is due to equipment failure, loss of connection, or failure to hear or understand the bidder's directions. All bidding by telephone is solely at the risk of the bidder.

VALID CREDIT CARD INFORMATION MUST BE IN POSSESSION OF SALE MANAGEMENT PRIOR TO BIDDING.

Credit Card: MasterCard ____ Visa ____ Discover ____ American Express ____ (service fee applies)		
Credit Card #: _____	Exp. Date: _____	Security Code: _____
Name on Card: _____	Date: _____	

In signing this form, I agree to the Conditions of Sale posted at www.nsba.com and included in the Breeders Championship Futurity Yearling Sale digital and print catalog.

Signature: _____ Date: _____

Witness: _____ Date: _____

TO BE COMPLETED BY BANK OFFICER

The applicant whose signature appears above has had an account with this bank for _____ years. The average balance of this account during the past year has been in the range of \$_____.

Signed: _____ Bank Officer's Printed Name: _____

Title: _____ Name of Bank: _____

Address: _____

Telephone #: _____ Bank Routing #: _____ Bank Account #: _____



"Commitment to Integrity"

**MARKEL INSURANCE
BREEDERS CHAMPIONSHIP FUTURITY
YEARLING SALE**



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ONLINE BIDDER BANK ACCOUNT VERIFICATION

If you cannot attend the sale personally, and wish to bid online you must complete this form and forward it along with a copy of your state issued drivers license by email to bkaven@nsba.com . Visit www.nsba.com for further sale information.

(Please print clearly) Name of Bidder: _____
Address of Bidder: _____
City, State, Zip Code: _____
Social Security #: _____
Phone: _____ Email Address: _____

- Sale Management must receive, completed in full, this form and a copy of your state issued drivers license no later than 48 hours before the scheduled auction start time to activate your online bidding capabilities.

In signing this form, I agree to the Conditions of Sale posted at www.nsba.com and included in the Breeders Championship Futurity Yearling Sale digital and print catalog.

Signature of Applicant: _____ Date: _____

Witness: _____ Date: _____

TO BE COMPLETED BY BANK OFFICER

The applicant whose signature appears above has had an account with this bank for _____ years. The average balance of this account during the past year has been in the range of \$ _____.

Name of Bank: _____

Address: _____

Telephone #: _____ Email Address: _____

Bank Officer's Printed Name: _____

Title: _____

Signature of Bank Officer: _____

Bank Account #: _____ Bank Routing #: _____