

# Fort Smith Futurity and Derby Schedule of Events

Saturday	17th	arrival on grounds - main arena open from noon - 9pm
Sunday	18th	main arena open from 8am to 9pm - no barrels
Monday	19th	exhibitions
Tuesday	20th	exhibitions
Wednesday	21st	check in from 8:00am - 2pm sale demonstrations noon Select Barrel Sale 2pm - main arena Contestant Dinner 6pm
Thursday	22nd	futurity trials 8:00 AM
Friday	23rd	derby trials 8:00 AM fut consolation Friday approx 2 hrs after end of Derby
Saturday	24th	arena open from noon - 2pm finalists ONLY Finals - Derby followed by Futurity - 6:00 PM

**Sale managed by:**

**Going Big Time Sales Co., Inc.**

**20376 State Hwy 99 South**

**Ada, OK 74820**

**580-777-2877**

**sale day 580-421-2323 or 580-399-0410**

**Auctioneer: Cal Green**

**Please bring sale catalog - supply is limited**

**Preview:**

All horses can be seen on Tuesday, May 20, 2008, all day; Kay Rogers Park, Ft Smith, AR. The preview for riding horses will be at 12 noon on Wednesday, May 21.

**Sale:**

The sale will begin Wednesday May 21, 2008 at 2:00 PM.

**Office Phone:**

(580) 777-2877  
(580) 777-2878 fax

**Sale Day Phone:**

(580) 399-0410 office

**Auctioneer:**

Cal Green

**Pedigrees:**

Danny Ray

**Bid Spotters:**

Don Frailey  
Rusty Jamison

**Office Staff:**

Darla Ray  
Chrystal Hall

**Ring Staff:**

Dewayne Hall

**Health:**

All horses will have a negative 12 month coggins and health certificate.

**Prospect Guarantee:**

All prospects will be sold "As is, where is" without any warranties either expressed or implied, including NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS, BEHAVIOR OR TRAINING FOR HORSE. Buyer has the right to have the horse examined by a veterinarian, at buyers expense prior to sale. Going Big Times Sales Co., Inc. will announce any known defects during the sale. All announcements at sale time supercedes catalog.

**Absentee Bids:**

Anyone wishing to bid that cannot attend the sale, may call Danny Ray at (580) 777-2877 or on sale day call (580) 399-0410. Danny or Darla will try to assist you.

All absentee purchases must be paid for at that time by Visa, Mastercard or Discover. There will a 3.5% office processing fee added to all purchases (however, this fee will be discounted for purchases paid by cash, check or cashier's check), or you may make arrangements prior to the sale with Danny Ray at the office.

**Terms:**

Terms of the sale are cash, payable in US funds, Personal checks are considered cash. All Sales Are Absolute And Final. If a problem should arise, a credit only will be given toward future sales.

All persons who attend this sale do so at their own risk. Sales management, Consignors, owners, employees or any connected with this sale, assumes No liability, legal or otherwise.

Buyer will be furnished current health, coggins and copy of papers at time of purchase. Original papers, and/or transfer will be mailed to AQHA, APHA or ApHC in 21 working days following sale. Absolutley No original papers will be given on sale day.

**Please Bring Sale Catalog As Supply Is Limited**

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## **IMPORTANT FACTS FOR SELLERS**

**YOUR PAPERWORK MUST BE IN ORDER:** All registration papers, signed transfers, coggins and health papers must be in Sale Office files **AT LEAST 12 HOURS PRIOR TO SALE SESSION**. If paperwork is not completed, horse **WILL NOT BE SOLD** and the appropriate fees will be charged to the consignor.

**STALLS AND HIP NUMBERS** are assigned by the sale company and **CANNOT BE CHANGED** by the consignor. **DO NOT REMOVE HIP NUMBERS** from horses once they have been applied.

**CATALOG UPDATES** must be turned in to the Sale Office **THREE HOURS** prior to Sale Time.

**ACTING AGENTS:** Consignors must fill out a satisfactory "AGENTS AUTHORIZATION" form if you are using an Agent to act on your behalf.

**A NEW HALTER AND LEAD** must be furnished by consignor with each horse.

**CRIBBERS, CRYPT ORCHIDS, "WIND SUCKERS", and EYE, MOUTH OR WIND DEFECTS MUST BE ANNOUNCED.** If such defect exists and is not reported on your horses' catalog page, notify the Sale Office prior to sale time.

**YOU MUST BE THE LAST BIDDER TO REPURCHASE YOUR HORSE** - buyers **MAY NOT** "pass out" the horse after the final bid. If you are uncertain about this, please inquire at the sale office.

### **NOTICE TO ALL BUYERS**

**ALL ACCOUNTS** must be paid **IMMEDIATELY FOLLOWING** the sale. All payments shall be in U.S. Currency and on U.S. banks only. Method of payment shall be Cash, Cashier's Check, Personal Check (with proper line of credit), or Traveler's Checks. **NO BANK DRAFTS**. All registration papers will be withheld until payments clear the bank. All returned checks will be immediately turned over to the County District Attorney's office and charges will be filed!!

**INSPECT HORSES PRIOR TO PURCHASING  
READ SALE CONDITIONS  
LEAVE HIP NUMBERS ON ALL HORSES  
AND LEAVE HORSES IN ORIGINAL STALLS**

# SPECIAL NOTICE READ CAREFULLY

ALTHOUGH THIS SALE IS HELD IN CONJUNCTION WITH THE FORT SMITH BARREL RACING FUTURITY SHOW, PURCHASER HEREBY ACKNOWLEDGES THAT THE FORT SMITH BARREL FUTURITY AND DERBY, KAY RODGERS PARK, AND THE GOING BIG TIME SALES CO, INC ARE NOT RESPONSIBLE FOR THE WARRANTIES OF THE CONSIGNOR.

**CATALOG AND ANNOUNCEMENTS: THE ACCURACY OF ALL INFORMATION OF THE CATALOG PAGE(S) IS THE SOLE RESPONSIBILITY OF THE CONSIGNOR.** Consignor shall have the affirmative duty to examine the catalog page(s) on which horses consigned by him appear, prior to sale and report any inaccuracies to the Sales management, so that they may make an appropriate announcement at time of sale. While certain information may have been procured by undersigned from third parties on behalf of consignor, it is nonetheless solely the responsibility of consignor to verify the accuracy of such information and to notify the undersigned of any corrections 3 hours prior to the beginning of sale. **STAKES ENGAGEMENTS, PRODUCE RECORDS AND ALL OTHER INFORMATION SO LISTED ARE AS REPRESENTED BY THE CONSIGNOR, TO WHOM ONLY THE PURCHASER SHALL LOOK FOR REDRESS IN CASE OF ERRORS OR OMISSIONS.**

**CARE OF HORSES AFTER SALE:** Please be reminded that title passes at the fall of the hammer, at which time the purchaser assumes all risk and responsibility for the horse. **ALL HORSES MUST BE MOVED FROM THE SALE PREMISES BY NOON OF THE DAY FOLLOWING THE SALE.** Horses remaining after that time are left at the buyer's risk and are the buyer's responsibility. Any delays in shipment of horses must be approved by Going Big Time Sales Co, Inc. Horses being removed from sale area must have Sale Hip Number still visible and a Paid Receipt from the Sales Office.

**BUYERS MUST REGISTER WITH CASHIERS AND OBTAIN A BUYERS NUMBER** before sale time. **YOU MUST HAVE A BUYERS NUMBER TO PURCHASE HORSES.** Please print your name and address clearly since this document is used for the American Quarter Horse Assoc. and all other Breed Assoc. transfers, invoicing and in publishing sale results. A letter of credit from your bank and proper identification must be presented at the Sale Office in order for you to purchase horses.

**EXAMINE HORSES PRIOR TO PURCHASING:** Veterinary assistance is available at bidder's expense on request to the sales company. Please contact the Sale Veterinarian through the Sales Office. **EXAMINE HORSES BEFORE BIDDING!!**

**ANNOUNCEMENTS:** To avoid making costly errors, please pay attention to all announcements made from the Sales Office and the auction stand, especially concerning horses on which you intend to bid. **ANNOUNCEMENTS TAKE PRECEDENCE OVER PRINTED MATERIAL.**

**ENGAGEMENTS:** Unless announced otherwise, all eligibility payments due after date of sale are the responsibility of the buyer, who should promptly notify the proper associations of the new ownership in order to receive direct billing.

**COGGINS TEST:** All horses in this sale have been required to have been tested for equine infectious anemia (Coggins Test). Test must have been performed within 12 months of sale date.

**SEATING:** All seating will be on a first come - first served basis. There will be no reserved seating.

**THERE IS NO IMPLIED WARRANTY:** made by the sales company or consignor as to the merchantability of fitness for particular purpose of any horse offered for sale in this auction. **PROSPECTIVE BIDDERS ARE CAUTIONED** that warranties on horses purchased are only as stated in Terms & Conditions. There is no guarantee as to soundness of prospects.

**ALL CONDITIONS OF THIS SALE STRICTLY APPLY TO OLD FORT DAYS FUTURITY AND  
DERBY AND KAY RODGERS PARK AS WELL AS TO THE SELLING COMPANY**

**CONDITIONS OF SALE:  
BIDDERS TAKE NOTICE**

THIS SALE IS CONDUCTED IN ACCORDANCE WITH, AND ALL ACTS OF INTERESTED PARTIES AND/OR CLAIMS BY THEM SHALL BE GOVERNED BY, THE FOLLOWING CONDITIONS OF SALE:

**APPLICABLE LAW:** All horses in this sale are offered according to the laws of the state wherein the sale is conducted. The right to bid, as provided under law, is reserved for all consignors unless otherwise announced.

THERE IS NO WARRANTY EXPRESSED OR IMPLIED BY THE AUCTIONEER, SPONSORS, OWNER OR CONSIGNOR, 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 SET FORTH IN CONDITIONS EIGHTH, NINTH, TENTH, AND ELEVENTH BELOW. BUYERS SHOULD EXAMINE HORSES PRIOR TO PURCHASING

**BIDDING PROCEDURE:** The person making the highest bid recognized by auctioneer shall be the buyer. The auctioneer shall immediately present the buyer with a document entitled Acknowledgment of Purchase for signature. Should such presentation not be made prior to commencement of bidding or the next lot offered, the buyer shall forthwith identify himself or herself to auctioneer as buyer and sign the Acknowledgment of Purchase. In the event that a person other than the recognized buyer sign Acknowledgment of Purchase, such action shall not give such other person any right or title to the horse; and immediately that such erroneous signing of Acknowledgment of Purchase becomes known to the auctioneer, he shall cause the acknowledgment of Purchase to be presented to the recognized buyer for signature. If the highest bidder fails to immediately execute the Acknowledgment of Purchase or otherwise fails to comply with the Conditions of Sale, or in the event of a mistake by the auctioneer, The Sale Co reserves the option to re-sell the animal and such resale shall terminate all obligations of Going big Time Sales Co., and the consignor to honor any prior bid.

**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 undersigned have the same stature as bids received by auctioneer. In case of dispute, the bidding shall be reopened for advance bids, and if there be no advance bid, the horse is sold to the person from whom auctioneer recognized the last bid. Advance bidding shall be restricted to the disputing parties, unless the bid be reduced below the level of the recognized bid at commencement of dispute, in which case bidding is reopened to all. The auctioneer reserves the right to reject any or all bids.

**TITLE AND DELIVERY:** Title passes to buyer at fall of the hammer. All risk of injury to the horse becomes buyer's risk at passing of title. Horse will be held for buyer by consignor until buyer makes settlement as provided in paragraph below. Buyer in any case shall so present himself or herself within thirty minutes, of conclusion of the sales session in which the horse was purchased. Upon settlement by buyer, horse will be delivered pursuant to a stable release provided by undersigned to buyer or his or her representative. Buyer or his or her representative shall present a stable release to designee of undersigned to remove horse from sales premises after taking possession, but in any case taking possession of the horse by buyer or his or her representative shall constitute delivery. Upon delivery, buyer shall cause horse to be removed promptly from the sales premises, or shall be subject to stable charges as determined by undersigned. In addition, should purchaser fail to cause horse to be removed promptly, undersigned may cause horse to be removed from the sales premises at buyer's risk and expense.

**TERMS FOR SETTLEMENT:** Buyer shall make settlement with cashier of the undersigned. Payments to others, including consignors or their representatives, do not constitute settlement. Buyer shall present himself or herself to make settlement as decided above for the full purchase price, such settlement to be in the form of U.S. currency or equivalent acceptable to cashier. The Acknowledgment of Purchase is not transferable without the approval of Going Big Time Sales Co. and the copy of the Acknowledgment of Purchase retained by the buyer must be presented by the buyer at the time of settlement.

**DEFAULTERS:** SHOULD BUYER FAIL TO COMPLY IN ANY RESPECT WITH CONDITIONS FROM ABOVE, THE UNDERSIGNED MAY, IN ITS ABSOLUTE DISCRETION, PURSUE ANY REMEDY AVAILABLE AGAINST THE DEFAULTING BUYER, INCLUDING, BUT NOT LIMITED TO, TAKING POSSESSION OF THE HORSE, RESALE OF THE HORSE AT PUBLIC AUCTION OR BY PRIVATE TREATY FOR ACCOUNT OF DEFAULTER. In any such case, defaulter shall be liable for any deficit in his account after charging to his account all costs of maintenance and resale, including, but not limited to, service charges, attorneys fees, costs of litigation, and damages available to undersigned by law.

**WARRANTIES AS TO DESCRIPTION:** UNLESS OTHERWISE ANNOUNCED, THERE IS NO REPRESENTATION OR WARRANTY AS TO THE BREEDING QUALITIES OF ANY HORSE DESCRIBED AT TIME OF SALE.  
**WARRANTIES AS TO SOUNDNESS:** UNLESS EXPRESSLY ANNOUNCED FROM THE AUCTION STAND, OR BY OFFICIAL PUBLICATION OF THE UNDERSIGNED, OR AS HEREINAFTER PROVIDED, THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND AS TO THE SOUNDNESS OR CONDITION OR OTHER QUALITY OF ANY HORSE SOLD IN THIS SALE.

**LIMITED WARRANTIES:** Horses that are unsound in eyes or mouth, are cribbers, wind suckers, or crypt orchids must be so announced.

**CATALOG AND ANNOUNCEMENTS:** Horses cataloged in this sale are offered as represented by consignor, and auctioneer is not responsible for the accuracy of information provided. While certain information may have been procured by auctioneer from third parties on behalf of consignor, it is nonetheless solely the responsibility of consignor to verify the accuracy of such information and to notify the auctioneer of any corrections prior to sale. In case of error or omission, buyer shall seek redress only from consignor.

# Going Big Time Sales Co., Inc.



**MASTERCARD AND VISA WILL BE ACCEPTED.**

**The following terms apply:**

- \* 3.5% office processing fee will be added to all purchases (however, this fee will be discounted for purchases paid by check, cash, or cashier's check).
- \* ALL SALES ARE FINAL!
- \* All sale terms and conditions apply when paying by credit card.
- \* Card holder must be present and show proper identification. Phone bidders cannot pay by credit cards.

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