

INAUGURAL YEARLING & MIXED SALE

Nicks Auction Service, LLC

William Austin Nicks, Auctioneer

Indiana License # AU11700053

Proudly Sponsored By:



2026 Yearling & Mixed Sale

October 17th, 2026

1:00 PM EST

Hoosier Horse Park Dunn Arena Barns A, B, L, M, N

7105 S Kern St. Edinburgh, IN 46124

NEW for 2026

Thoroughbreds and Quarter Horses in 1 Book. We will have 2 Sessions

1st Session: Yearlings

2nd Session: Weanlings, Broodmares, & Horses of Racing Age

Entry Deadline: July 20th, 2026

Entry Fee & Commission:

- Entry Fee & Minimum Commission of \$500 for every horse regardless of buy-back or sale price (\$250 entry fee + \$250 minimum commission)
- A 5% commission will be applied to every horse selling for \$5,000.00 or greater
- Commission fees for buy-backs will be due at the conclusion of the auction.
- Entry fee of \$250 to be submitted with signed contract at the time of entry. This is non-refundable.
- Any entry pulled from auction will be subject to the \$250 commission fee unless vet certificate is received by Nicks Auction Service, LLC.
- Jockey Club & AQHA papers will be held at the discretion of Nicks Auction Service, LLC until accounts are paid for in full.
- There will be Online and On-Site bidding available on ALL horses sold VIA HORSEAUCTIONSUSA.com



Due: October 3rd, 2026: To Be Online

1. Professional Pictures
2. Walking Video
3. Vet Report-Optional

Due October 15th, 2026: for ALL Entries

- Digital Jockey Club Papers assigned to Nicks Auction Service, LLC
- AQHA Papers with Signed Transfer of Ownership by the Consignor
- Any State Bred Certificates, if applicable
- Coggins within 12 Months of Date of Auction
- 30 Day Health Certificate
- Stallion Certificates on any In Foal Mares being Sold

A horse missing any of the above items will not be allowed to be offered at Auction.

Please return Contracts and Checks Payable to:

Nicks Auction Service

P.O Box 220

Sellersburg, IN 47172

You may also scan or email entries to Nicksfarm@yahoo.com

Questions:

Austin Nicks, Auctioneer

(502) 648-0538

nicksfarm@yahoo.com

Dan Spears, ITOBA President

(317) 371-8268

Chris Duke, QHRAI President

(317) 474-0088

Teresa Myers, QHRAI Executive Director

(260) 726-5090



2026 YEARLING & MIXED SALE

Owner Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

Entry Must Include:

1. Entry fee per horse payable to NICKS AUCTION SERVICE
2. Signed and completed Entry Form
3. ITOBA Membership for Thoroughbred Consignors
 - Please do not send check-in items with entries (Jockey Club & AQHA Papers, Health, Coggins) Nicks Auction Service will not be responsible for loss or damage if sent with entry.

ENTRY SUMMARY:

_____ # Yearling Entries @ \$250 per entry \$ _____

_____ # Mixed Session Entries @ \$250 per entry \$ _____

_____ ITOBA Membership (Must be an ITOBA Member to Enter) **THOROUGHbred ONLY**

- **Single Annual Membership** \$50
 - **Joint Annual Membership** \$80
 - **Single 3-Year Membership** \$125
 - **Single Lifetime Membership** \$500
 - **Membership Current** _____
- \$ _____

_____ Catalogue Advertisement (optional)

- **Business Card** \$50
 - **Half Page** \$100
 - **Full Page** \$200
 - **Inside Cover** \$350 (2 available)
- \$ _____

TOTAL ENCLOSED \$ _____

CONSIGNOR AND FACILITY INFORMATION TO BE SENT AT LATER DATE



Preferred Catalogue Heading:

Registered Name:

Date of Birth:

REG# _____

Dam:

Sire:

REG# _____

REG# _____

Dam's Sire:

State Foaled:

REG# _____

Sex:

Color:

IN Sired:

Cribber:

Stakes Eligibilities:

Stakes Nominations: (Paid Through Sale Date) _____

Broodmare Status: _____ **In Foal To:** _____ **LCD:** _____

Embryo Transfer: Y N QH ONLY

Horses of Racing Age Status: _____

Jockey Club Digital Profile: _____

(JC Account to reassign papers in the event of no sale **TB ONLY**)



Preferred Catalogue Heading:

Registered Name:

Date of Birth:

REG# _____

Dam:

Sire:

REG# _____

REG# _____

Dam's Sire:

State Foaled:

REG# _____

Sex:

Color:

IN Sired:

Cribber:

Stakes Eligibilities:

Stakes Nominations: (Paid Through Sale Date) _____

Broodmare Status: _____ **In Foal To:** _____ **LCD:** _____

Embryo Transfer: Y N **QH ONLY**

Horses of Racing Age Status: _____

Jockey Club Digital Profile: _____

(JC Account to reassign papers in the event of no sale **TB ONLY**)



Preferred Catalogue Heading:

Registered Name:

Date of Birth:

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Sire:

REG# _____

REG# _____

Dam's Sire:

State Foaled:

REG# _____

Sex:

Color:

IN Sired:

Cribber:

Stakes Eligibilities:

Stakes Nominations: (Paid Through Sale Date) _____

Broodmare Status: _____ **In Foal To:** _____ **LCD:** _____

Embryo Transfer: Y N QH ONLY

Horses of Racing Age Status: _____

Jockey Club Digital Profile: _____

(JC Account to reassign papers in the event of no sale **TB ONLY**)

Nicks Auction Service LLC

Owner/Seller agrees to the following Terms and Conditions

Please read carefully before signing

1.) Auctioneer is hereby appointed as the Owner's/Seller's agent to sell each horse consigned with full authority to transfer title thereto, to receive proceeds of sale for Owner's/Seller's account, and to distribute sale proceeds as Auctioneer reasonably believes appropriate. Owner/Seller is solely responsible for the correct identity of each horse consigned and to the accuracy of all information regarding each horse in the sales catalog. Owner/Seller agreed to review all information and report any material inaccurate or omissions to Auctioneer prior to the sale.

2.) Owner/Seller warrants title and ownership of each horse consigned free and clear of any liens and adverse claims whatsoever except those which Owner/Seller communicate in writing prior to sale.

3.) All horses are sold without warrantee of ability to race and/or breed, **cribbers must be stated on contract.**

5.) All horses will have a minimum bid of \$1000.00. Entry fee for this sale will be \$250.00 and 5% commission on sales \$5,000.00 or greater. A \$250 minimum commission will be assessed for all other sales. If entry is pulled from sale, seller must provide Auction company with written veterinary certificate, or the \$250 commission will be charged to seller. \$250 Entry fee is nonrefundable.

6.) Owner/Seller agrees to provide Auctioneer at a time specified by Auctioneer prior to the commencement of the Sale, all documents pertaining to the horse necessary to complete the sale, including but not limited to, AQHA Registration Papers, Jockey Club Certificate (JCC) of Foal Registration transferred to Nicks Auction Service LLC, Interactive Registration Folder, current certificate of negative Coggins and 30 Day Health Certificate. If the Jockey Club Certificate or AQHA Papers for any horse consigned has not been issued, Owner/Seller authorizes Auctioneer, as its option, to secure such document from the person possessing it or, alternatively, Auctioneer may refuse to sell horse or withhold proceeds due to Owner/Seller until such document has been received.

7.) Owner/Seller agrees to have all consigned horses on the sales premises by the time specified by Auctioneer in its notice to Consignors regarding the sale unless selling remote. Seller's consigned horse continues in the Owner/ Sellers care, control, custody and possession for all purposes, whether on or off the premises of the auction, until it is taken by Buyer in exchange for a stable release issued by Auctioneer or as otherwise authorized by Auctioneer or Owner/Seller. Auctioneer has no responsibilities for the care or custody of any horse consigned including the providing of veterinary or other care, but Owner/Seller hereby authorizes Auctioneer to take such action, without liability on his/her part, should Auctioneer deem such action reasonably necessary.

8.) No sooner than 21 days after date of sale, Auctioneer will remit the net proceeds of Owner's/Seller's consignment, provided that Auctioneer shall not be required to remit the net proceeds of the sale of any horse: (1) that is the subject of a dispute or claim by the Buyer or any

third party, or (2) in the event of a default by the Buyer in payment of the purchase price, until such dispute, claim of default is resolved and the sales proceeds have actually been received by Auctioneer. Sales proceeds received by the Auctioneer but not remitted shall not earn interest for Owner's/Seller's account.

9.) Auctioneer shall have, in its sole discretion, the right to (1) reject at any time any horse consigned, (2) determine the order of the sale, (3) assign or change stabling assignments, (4) change the date or location of the sale, and (5) make announcements at time of sale concerning any horse consigned.

10.) The sole liability of Auctioneer, should the sale be canceled or should Auctioneer fail to catalog or fail to catalog correctly any horse consigned, shall be the return of entry fee for such horse and Auctioneer shall not be liable for any damages, actual or consequential, arising out of any such failure.

11.) All information concerning sales prices, incidental and consequential sale expenses, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to Buyers, Owner, Sellers, Breeders and Consignors shall not be deemed to be confidential in nature. All parties agree that Auctioneer may, but shall not be required to, disclose of such information without incurring liability by any party.

12.) Owner indemnifies Auctioneer from all claims, liabilities and expenses, including reasonable attorney fees, arising out of or relating to any breach of this contract by owner/Seller, including, without limitation claims relating to ownership of any horse consigned, the priority of payment of sales proceeds, and the distribution of sales proceeds as Auctioneer reasonably deems appropriate. In order to secure payment for all commissions, cost, expenses and damages, including reasonable attorney fee, provided for in this contract or for any other monies owned by Owner/Seller to Auctioneer arising or of other transactions, Owner/Seller grant to Auctioneer a security interest in the horse(s) consigned under this contract and any applicable JCC(s) and the products and proceeds thereof. Owner/Seller appoints Auctioneer as Owner's/Seller's attorney-in-fact-to prepare, execute, and file any financial statement or other documents necessary to protect the security interest granted herein and Auctioneer shall have all rights and remedies of a secured party pursuant to this contract and the Uniform Commercial Code.

13.) Owner/Seller acknowledges that Auctioneer may, from time to time, waive provisions of Consignment Contracts or the Conditions of Sale, but Owner/Seller agrees that such waiver shall not constitute or commit Auctioneer to make a similar waiver in the future.

14.) If someone other than Owner is executing this Contract, as agent for Owner, the agent shall have obtained an Agents Authorization and Owner and Agent shall be jointly and severally liable for all obligations arising here under in favor of the Auctioneer.

15.) Owner/Seller represents that he or she has read all provisions of this contract and agrees to be bound by them and the Conditions of Sale, which govern this sale.

Owner's/Seller's Signature: _____ **Date:** _____

Owner's/Seller's Printed Name: _____

Nicks Auction Service LLC
Consignor's Authorized Agent

Date _____

I have this day appointed

Print Name _____

Property Line (consignor) _____

(Please include Property Line as stated on entry form)

To act on my behalf in the upcoming 2026 ITOBA-QHRAI Sale being held at the Hoosier Horse Park on October 17th 2026

Horses _____

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 of horses at the aforementioned sale. Said agent is further authorized to execute any and all documents in connection with the sale and to receive any and all funds and to do all things incidental to and in furtherance of the sale of horses. Unless otherwise agreed to and in writing by both the agent and consignor, I authorize the payment of all proceeds of sale to my agent. This agency is revocable in writing.

Signature of Owner: _____

Print owner name: _____

Address: _____

City, State, Zip: _____

Agent Name: _____

Agent Signature: _____