

# Masters Elite Horse Sale

Rio Hotel and Casino - Las Vegas, NV

PROFESSIONALLY PRODUCED by THE MASTERS TOUR LLC

Held during The Masters Tour – Roping at the Rio event

Consignment deadline November 1<sup>st</sup>, 2025 (Limited to 60 Horses)



12/6/2025 at 1:00 PM



602.377.5740

## **BREAKAWAY HORSES**

Consignment Fee: \$300 - Commission 8% - Pass out 4% of last bid

Cattle fee for all Horses shown in preview = \$100

## **TEAM ROPING HORSES**

Consignment Fee: \$300 - Commission 8% - Pass out 4% of last bid

Cattle fee for all Horses shown in preview = \$100

## **ALL OTHER HORSES**

Consignment Fee \$300 - Pass out 4% of last bid - Commission 8%



## Welcome to the inaugural Masters Elite Horse Sale

It is our with great excitement that we welcome you to the first-ever Masters Elite Horse Sale, an event created to showcase the best in equine excellence. This exclusive sale brings together consignors, discerning buyers, and great horses in a setting designed to further extend the services The Masters brings to the Roping Industry.

## How the Auction Works

Read the following and take note of these conditions of sale which govern all activities involving the sale. The Auctioneer and the producers of Masters Tour LLC reserve the right to suspend any person who violates these conditions in any way from further participation in the event.

1. Horses are brought into the auction ring in catalog order.
2. The auctioneer announces each lot and starts the bidding process.
3. The highest bid accepted by the Auctioneer becomes the purchase price.
4. Once the hammer falls, the buyer has entered into a binding purchase agreement.

## General Conditions of the Sale

All prospective participants are urged to take notice of and carefully read this document and the conditions of sale for the auction published within this document and consult an attorney if they have any concerns regarding any provisions therein. The Masters Tour LLC, an Arizona limited liability company is the sole producer of the "Sale".

### POST SALE CARE

Horses become the Buyer's responsibility at the fall of the hammer. Buyers are advised to contact the Owner/Seller and confirm that proper care is provided after the sale. Seller and Agent will help Buyer arrange transport; however, Seller and Agent assume no responsibility for any injuries, sickness or death that could result while the Horse is in transporters care. Buyer is responsible for all transport costs and expenses.

### ACCOUNT SETTLEMENT

All accounts must be paid BY Saturday at 5:00 PM MST or no later than one (1) hour after conclusion of sale. Make all payments payable to the Masters Tour LLC and deliver to the sale cashier and NOT to Owner/Seller under any circumstance. If Owner, or a member or manager of Owner shall have any outstanding amounts due to The Masters Tour LLC or any related entity, those outstanding amounts shall be taken out of any proceeds due to the Owner.

### TRANSFERS / REGISTRATION / HEALTH CERTIFICATE / COGGINS

Bring original papers with signed transfer papers, current Health certificate (last 60 days) and Coggins (last 60 days) for the sale. They must be delivered to the sale office no later than 10:00AM on December 6<sup>th</sup>, the day of the sale.

### CATALOG INFORMATION

Every reasonable effort has been made to ensure the accuracy of the information printed in the sale catalog. Masters Tour LLC disclaims responsibility for the consequences, if any, of any catalog errors. However, notification of any errors would be appreciated.

## Responsibilities of the Sellers

Owner authorizes Masters Tour LLC to research, advertise, catalog, select the sale order, sell each horse at public auction, make the representations and warranties set forth in the "Consignment Contract" of Sale on Owner's behalf, deliver possession of each animal to the highest recognized bidder, transfer title thereto, and

receive and disburse the proceeds of sale for Owners account on December 27<sup>th</sup>, 2025. Owner warrants that Masters Tour is entitled to all applicable sale fees as defined on the "Consignment Contract" if horse sells as a result of this sale. If legally required, Owner hereby grants to The Masters Tour LLC a power of attorney to perform any of the acts set forth above on behalf of Owner.

Owner warrants the correct identity and title to each animal free from all liens and adverse claims to ownership, use or possession and agrees to defend title against all claims, including any claims which arise from the horse's failure to satisfy the AQHA's requirement of parentage. All information concerning sales prices, incidental and consequential sales expenses, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to Buyers, Sellers, Breeders and Owners shall not be deemed to be confidential in nature. All parties agree that Masters Tour LLC may, but shall not be required to, disclose such information without incurring liability to any party. Owner acknowledges that all risk of loss, title to, interest in, and possession of the horse(s) shall remain with Owner until the fall of the hammer when title and risk of loss pass to Buyer(s) at the time of sale.

- Registration: All horses must be properly consigned before the auction. This includes providing accurate registration papers, health certificates, and disclosure of any known conditions. **No horse will be sold with registration pending.**

- Representation: Sellers are responsible for ensuring descriptions, pedigrees, and performance records are truthful.

- Care of Horses: Sellers are responsible for feeding, watering, and safe handling of their horses until sold.

- Transfer Papers: Sellers must promptly provide signed registration papers and necessary transfer documents to the Masters Tour sales office no later than 11:00 AM 12/6/25 prior to start of sale.

- Owner agrees to physically have all horses consigned on the sale premises not later than 2 hours prior to the start of the Sale on the scheduled sale date.

- The consignment fees specified on the Consignment must be submitted with the entry. Masters Tour LLC will notify Owner in writing when an entry is accepted for the auction as a consignment. The consignment fee is non-refundable and shall be deemed fully earned when Masters Tour LLC accepts the consignment.

- The commission of 8% of accepted bids shall be charged and deducted from Owner's gross proceeds from the sale of horses. After an entry is accepted by Masters Tour LLC, no substitutes will be allowed. All fees incurred in connection with the offering of Owner's horse(s) for sale by Masters Tour LLC shall be fully earned by Masters Tour LLC at fall of hammer, even in the event that the horse is returned to Owner as unsold pursuant to the Conditions of Sale or receives no bid.

- Withdrawal/Private Sales: Owner agrees not to privately sell or withdraw any horse after it is accepted by Masters Tour LLC for sale consignment. If Owner sells or withdraws any accepted horse prior to the auction or fails to present such horse for sale at the auction for any reason other than a veterinary statement of withdraw, Owner agrees to pay Masters Tour LLC all LIQUIDATED DAMAGES, the sum equal to 10% of Masters Tour LLC appraised value of said horse or \$2,500 whichever is greater. The parties agree that the establishment of damages in the event of withdrawal is difficult to determine, and Owner accepts and acknowledges that liquidated damages owed set forth herein are a fair and reasonable forecast of just compensation and not a penalty. If Owner does not pay any fee or liquidated damages owed to Masters Tour LLC, Owner agrees that Masters Tour LLC may retain such fee or liquidated damages from any and all proceeds payable to Owner's account from this sale or any other sale.

## Responsibilities of the Buyers

Potential buyers have the responsibility to perform inspection or to independently confirm or verify the soundness of any horse they wish to purchase during the Masters Elite Horse Sale.

(A) Buyers shall be solely responsible for the sufficiency and completeness of such inspection. Buyers will have the opportunity to see many of the horses compete in a Breakaway and/or Team Roping exhibition the morning of the sale. There is no express or implied warranty made by us as to the fitness for any purpose of any horse in our sale.

(B) Upon purchasing a horse at the Masters Elite Horse Sale, you hold us harmless from all loss, cost and expense rising from illness, injury or death of the horse, or loss or damage to property, and injury or death of persons, caused by themselves, their agents, or employees, or by horse, after the time of purchase. It's the

buyer's responsibility to inspect the horses in person, if possible, to evaluate their condition, temperament, and suitability for their intended use.

(C) Buyer's failure to do any of the foregoing prior to the commencement of bidding shall be at buyer's sole risk. Neither owner nor auctioneer or producer shall be responsible for any faults, conditions or defects discovered after the sale. Buyers shall indemnify and hold harmless auctioneer and Masters Tour LLC, and/or any agent, employee or representative thereof, from all loss, cost, expense, including attorney fees, or any claim arising from buyer's failure to do any of the foregoing or any faults or defects discovered after the sale.

- Registration to Bid: Buyers must register prior to bidding and provide valid identification.
- Inspection: It's the buyer's responsibility to inspect the horses in person, if possible, to evaluate their condition, temperament, and suitability for their intended use.
- Understanding Auction Terms: Buyers must familiarize themselves with the auction rules, including bidding procedures, payment terms, and any applicable fees or commissions.
- Bidding: A bid is a binding agreement. Do not bid unless you intend to purchase.
- Payment Obligations: Buyers are responsible for full payment of their purchases as outlined in the terms below:

***Once a bid is won, buyers are responsible for completing the payment as per the auction's terms. This includes understanding the payment methods accepted and any deadlines for payment.***

- Post Sale Responsibilities: Horses must be removed from the premises following the release of paperwork. Stalls may be reserved as available for purchased horses. Buyers assume responsibility for care and transportation.

## Payment Terms

- Payment Methods Accepted: Cash, certified check, bank wire transfer, Zelle, or approved credit card (4% CC fees apply).
- Due Date: Payment is due in full on the day of the auction, not later than 5:00 PM or one (1) hour after conclusion of the sale, whichever is earlier, on December 6<sup>th</sup>, 2025 and before horses are released.
- Default: Failure to pay may result in repossession of the horse(s), legal action, and forfeiture of buyer's registration privileges for future auctions.

## Remittance of Sales Proceeds

Remittance of net proceeds to Owner from Masters Tour LLC will be on December 27<sup>th</sup> upon Buyer's payment being deemed sufficient and if all the following requirements have been met: (1) all necessary and correct documents pertaining to the horse and necessary to complete the sale have been secured by Masters Tour LLC from Owner and (2) any dispute or claim by Buyer or any third party has been resolved. All documents pertaining to the horse shall be held by Masters Tour LLC until Owner's accounts are balanced and Buyer's payment clears the drawee's bank and becomes an unconditional credit.

## Warranties

Each Owner hereby expressly represents and warrants to Masters Tour LLC that such horse(s) is/are free from disease and that each such horse is suitable for the purpose for which it has been cataloged for sale by Owner. Further, in the event a horse possesses any faults, defects or conditions, Owner shall inform the Masters Tour LLC no later than 30 minutes prior to the time which the horse will be led into the sale ring. Owner is solely responsible for having such announcements/disclosures made and for their accuracy. Owner hereby releases INDEMNIFIES and holds Masters Tour LLC harmless from any errors and omissions of Auctioneer in connection with making or failing to make any such announcement/disclosure. In the event Owner misrepresents or fails to disclose any fault, defect or condition of a horse sold or offered for sale, or in the event any of Owner's representations or warranties are incomplete or inaccurate in any way, Owner shall INDEMNIFY AND HOLD

HARMLESS Masters Tour LLC from any and all liability, debts, claims, suits, losses, damages, causes of action, judgements, costs and expenses, including attorney fees, incurred by Masters Tour LLC as a result.

## Non-Payment/Non-Acceptance

In the event Buyer fails to accept responsibility for a bid, pay for or accept a horse, Masters Tour LLC reserves the right to (1) accept the same purchase amount from another Buyer, (2) accept the next highest bid, (3) offer the horse for auction a second time, (4) retain the horse for Owner as unsold. Masters Tour LLC shall not be liable for any deficit should any resale price be less than that on the initial sale. In any instance where a horse is not paid for in full, or should conditions make an immediate resale as provided above impossible or impractical, Owner agrees to receive the animal back as unsold, without further obligation by the Masters Tour LLC. Possession of each horse sold will be released to Buyer against receipt of future payment or notice thereof after satisfaction of Master Tour LLC's Settlement of Account procedure as set forth in the Conditions of Sale. Owner agrees that if the sale of any horse is not consummated by reason of default by Buyer or otherwise, Masters Tour LLC shall not be liable for the purchase price of the horse. Masters Tour LLC does not guarantee the validity, enforceability of payment or collection of any instrument delivered to Masters Tour LLC by Buyer in payment of the purchase price of any horse.

IN THE EVENT A BUYER GIVES NOTICE OF A DISPUTE OR REFUSES TO PAY FOR A HORSE BECAUSE OF CLAIM OF MISREPRESENTATION, FRAUD, BREACH OF WARRANTY OR OTHERWISE, MASTERS TOUR LLC, IN ITS SOLE DISCRETION, MAY ELECT NOT TO PAY OWNER THE NET PROCEEDS OF SALE OF SUCH HORSE UNTIL THE CLAIM HAS BEEN FINALLY RESOLVED AND THE PROCEEDS OF SALE HAVE BEEN RECEIVED BY MASTERS TOUR LLC.

## Additional Terms & Notices

- The Auctioneer and Masters Tour LLC acts as an agent only and assumes no responsibility for representations made by consignors.
- All horses are sold as is, where is, with no warranties expressed or implied unless announced otherwise.
- Buyers and sellers agree to abide by all auction terms as a condition of participation.

## Hold Harmless/Indemnification

All owners, prospective bidders and Buyers agree to save, HOLD HARMLESS AND INDEMNIFY Masters Tour LLC, and their respective agents, employees, partners, directors, officers and/or any person or entity acting on their behalf, from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses including attorney fees, arising or allegedly arising from (i) personal injury or death of any person (including but not limited to employees of Owner or Buyer) or any horse, including but not limited to any claims arising out of injuries or damage caused by the horse after the fall of the hammer, and (ii) property damage, including loss of use thereof economic loss or otherwise, arising or growing directly or indirectly out of Owner's or Buyer's use of any of the facilities in connection with the sale the conducting of the sale of anything occurring in connection with the sale. **Indemnity for Masters Tour LLC's Own Negligence:** THE FOREGOING INDEMNITY OBLIGATIONS SHALL APPLY WHETHER OR NOT THE CLAIM OR LIABILITY IN QUESTION RESULTS OR IS ALLEGED TO RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT OR COMPARATIE NEGLIGENCE OR STRICT LIABILITY OF MASTERS TOUR LLC, ITS AGENTS, EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS AND/OR ANY PERSON OR ENTITY ACTING ON ITS BEHALF, OR ANY DEFECT IN THE PREMISES, EQUIPMENT OR TOOLS OWNED, OPERATED OR CONTROLLED BY MASTERS TOUR LLC. THUS, IT IS UNDERSTOOD AND AGREED THAT IN NO CASE SHALL MASTERS TOUR LLC, ITS EMPLOYEES, AGENTS, DIRECTORS, PARTNERS OR OFFICERS BE RESPONSIBLE FOR ANY LOSS, DEATH, DAMAGE OR INJURY OF ANY CHARACTER TO ANY PERSON, ANIMAL OR ARTICLE ARISING FROM OR OCCURRING DURING THE SALE.

ANY PERSON(S) SIGNING THIS CONSIGNMENT CONTRACT SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE UPHOLDING OF THE TERMS HEREOF AND ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING AND THE CONDITIONS OF SALE IN THE SALE CATALOG AND, UPON SIGNING THIS CONTRACT, AGREE TO ABIDE BY THEM. FURTHER, ANY PERSON SIGNING THIS CONSIGNMENT CONTRACT REPRESENTS THAT HE/SHE HAS READ ALL DISCLOSURES REQUIRED HEREOF AND THAT ALL SUCH DISCLOSURES ARE TRUE AND ACCURATE IN EVERY DETAIL.

## **SAFETY - BUYER/SELLER/PARTICIPANT RESPONSIBILITY:**

### **USE CAUTION WHILE ON THE PREMISES**

All people attending the auction or previewing horses at The Masters Tour LLC event, do so at their own risk and are urged to use extreme caution.

### **WARNING**

UNDER NEVADA LAW NRS 41.519 – there are defined protections, responsibilities, and exceptions that apply to equestrian facilities and activities.

### **Nevada Equestrian Law Regarding Arena Use**

#### **1. Equine Activity Liability Statute (NRS 41.519) Applies:**

Nevada's Equine Activity Liability Law extends to any equine activity, which explicitly includes riding, training, lessons, and boarding—activities typically conducted in an arena. Thus, arena use clearly falls under the scope of NRS 41.519.

#### **2. Liability Protections for Arena Owners:**

Under NRS 41.519: Facility owners (sponsors), equine professionals (instructors, trainers), veterinarians, or anyone involved in providing the facility are generally immune from civil liability for participant injuries or deaths stemming from inherent risks of equestrian activities.

#### **3. Participants' Responsibilities:**

Anyone using the arena (a "participant") has the obligation to: Act safely and responsibly while riding or engaging in the activity. Understand and accept inherent risks of equine activities before participating.

#### **4. Critical Exceptions—When Immunity Doesn't Apply:**

Liability protections do not apply if the arena owner or operator:

Supplied defective or dangerous equipment (e.g., broken tack) and knew (or should have known) about its condition.

Failed to ensure the participant was capable of safely handling the horse (e.g., mismatch of rider or horse).

Had knowledge (or should have had knowledge) of a latent hazard in the facility—like unsafe footing, hidden holes, or faulty rails leading to injury.

Acted with willful or wanton disregard for participant safety.

Committed intentional harm to the participant.


Failed to act responsibly when conducting equine activities or maintaining equines—a broader negligence exception unique to Nevada.

#### **5. Product Liability Insight:**

Arena-related liabilities tied to equipment (like faulty gates, jumps, or footing) may still be actionable.

Immunity doesn't protect against product liability claims under NRS 41.519.

## **Contact Information**

 602.377.5740

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 [www.masterstourllc.com](http://www.masterstourllc.com)