

# Consignor's Authorized Agent

This form cannot be altered without the written consent of the agent and Keeneland.

Date \_\_\_\_\_

**I have this day appointed**

Print Name \_\_\_\_\_

Property Line \_\_\_\_\_

**(Please include Property Line as stated on entry form).** (Property Line will not be taken from this form for cataloguing purposes)

to act for me in the \_\_\_\_\_ Sale (the "Sale").

**Identify Horses**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Said agent and appointee, as my duly appointed and authorized agent, shall have full and complete 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 (defined above and including without limitation the Consignor's Contract, Conditions of Sale, the Entry Form, and all terms and conditions of entry, all of which are fully incorporated herein by reference). For the avoidance of doubt, this authority shall extend not only to Sales in the ring but, without limitation, to setting or modifying reserves as well as to any pre- or post-sales transactions (including RNA sale transactions). Said agent is further authorized to execute any and all documents and agree to any terms and conditions online or in person in connection with the Sale (including without limitation the Consignor's Contract, Conditions of Sale, and all terms and conditions of entry), 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 in writing by both the agent and consignor, I authorize the payment of all proceeds of sale to my agent. This agency is revocable only in writing.

I expressly agree and acknowledge as follows: (a) Keeneland is the data controller and data processor for any processing related to any sale of horses at Keeneland during the Sale set forth herein; (b) I have received a copy of and have read and agree to Keeneland's Privacy Policy, the terms thereof being incorporated by reference herein; (c) I consent to the processing of my personal data as an essential part of this agreement; and (d) any processing of my personal data pursuant to this agreement is necessary for the performance of the contract between Keeneland and me and, furthermore, Keeneland has a legitimate interest in processing my data in the course of fulfilling its obligations hereunder.

Keeneland makes every effort to safeguard all personal data. However, the undersigned understands there are inherent risks associated with the transfer of personal data to Keeneland, including, without limitation, the risk of inadvertent or unauthorized use or disclosure or the risk of a security breach. By submitting this form and agreeing to its term, the undersigned, after careful consideration of these risks, hereby expressly and voluntarily consents to the transfer and processing of his, her or its personal data on the terms and subject to the conditions set forth herein. The undersigned understands and acknowledges that the undersigned has the right to withdraw this consent at any time by emailing [privacy@keeneland.com](mailto:privacy@keeneland.com), and such withdrawal of consent will be effective immediately upon receipt by Keeneland.

The laws of the Commonwealth of Kentucky shall govern the construction of this Agency form, the Conditions of Sale, and all rights, remedies and duties with respect to the purchase and sale of horses and/or interests therein at Keeneland during the Sale. In the event of any litigation arising out of the Sale or the transactions contemplated hereby, the parties agree that any action or suit shall be brought in a court of record in the County of Fayette, Commonwealth of Kentucky, or in the United States District Court for the Eastern District of Kentucky, and the parties hereby consent to the venue and jurisdiction of such courts. The Seller, Consignor, Purchaser and Keeneland and their respective Agents, voluntarily and intentionally waive any right that they may have to a trial by jury in respect to any litigation arising from or connected with this Sale.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_ County \_\_\_\_\_

Notary Public ID # \_\_\_\_\_ Commission Expiration \_\_\_\_\_

**(This form must be notarized)**