#### KEENELAND REPOSITORY 2019 NOVEMBER BREEDING STOCK SALE

### TERMS, CONDITIONS AND PROCEDURES BINDING UPON CONSIGNORS AND BUYERS

- I. <u>GENERAL DESCRIPTION:</u> Due to inefficiencies attendant to multiple x-rays of sale horses and due to potential harm from multiple endoscopic examinations of sale horses, and for other reasons, Keeneland has established a Repository where consignors may place certain information applicable to their sale horses. The use of the Repository is voluntary, but if used, <u>all of the minimum required views must be on file (see attached), along with a copy of a signed Veterinary Radiographic Report.</u>
- II. LOCATION: First floor of the Sales Pavilion.
- III. HOURS OF OPERATION OF THE REPOSITORY:

 $8:30 \text{ a.m.} - 4:30 \text{ p.m.} \mid \text{Friday, November } 1 - \text{Sunday, November } 3$   $8:00 \text{ a.m.} - 4:30 \text{ p.m.} \mid \text{Monday, November } 4 \text{ and Tuesday, November } 5$  8:00 a.m. through end of sale on all sale days.

## IV. <u>INFORMATION TO BE ACCEPTED TO THE REPOSITORY ("REPOSITORY INFORMATION"):</u>

- A. X-rays taken within **21 days** prior to selling, and delivered to Keeneland not later than **four days prior to selling by 4:30 p.m. digital x-rays (see attached schedule)**. **Minimum of 36 films (see attached listing).** The hip number of the horse in question must be marked on all x-rays.
- B. Veterinary statement(s) concerning x-rays or endoscopic video as the consignor may choose to present which shall refer to the hip number of the horse in question. Scope videos that are submitted must be recorded no more than ten (10) days prior to the horse selling.
- C. Veterinary certificates must be delivered to Keeneland no later than **four days prior to selling by 4:30 p.m.** (see attached schedule). Veterinary certificates in lieu of announcements for all horses that (i) possess any deviation from the norm in the eyes, (ii) are a "wobbler" (defined as a horse which suffers from a neurological disease caused by compression of the spinal cord and resulting in lack of balance and coordination), (iii) are two years of age or less and have undergone invasive joint surgery or surgical intervention of the upper respiratory tract, or (iv) abdominal surgery of any type, for horses of any age, that occurred in the last two calendar years; any resection of an abdominal organ (partial or complete) at any time, except to repair a ruptured bladder in a newborn foal, or (v) have been nerved, or (vi) broodmares that, within the last two years, have undergone a caesarian section delivering a fetus, surgery

- involving the cervix, an urethral extension, or removal of an ovary can be placed in the Sales Repository.
- D. All information delivered through Thursday, October 31<sup>st</sup> should be taken to the Sales Offices in the Administration Offices. Starting Friday, November 1<sup>st</sup>, all information must be taken directly to the Repository located in the Sales Pavilion.

#### V. REQUIREMENTS OF CONSIGNORS (INCLUDING OWNERS):

- A. Consignor must furnish Keeneland with possession of Repository Information not later than 4:30 p.m. four days prior to selling (see attached schedule).

  No Repository Information will be accepted by Keeneland subsequent to the above dates and times.
- B. All information shall be marked by hip number.
- C. Keeneland will allow consignors to place restrictions on those persons permitted to review the information which is placed in the Repository by the consignors. However, Keeneland will not permit restrictions to be placed on the use of the Repository if Keeneland believes that the restrictions are arbitrary or discriminatory. For example, a consignor may request Keeneland to limit the access to that consignor's Repository Information to licensed veterinarians.
  - If a consignor chooses to limit access to Repository Information, each x-ray envelope must be clearly labeled with the consignor's instructions.
- D. Consignors must pick up Repository Information <u>2 DAYS AFTER</u> the horse in question has sold. **Flash drives, hard drives or CD-ROMs will not be mailed to consignors.**

### VI. REQUIREMENTS OF BUYERS (INCLUDING THEIR AGENTS):

- A. Each person desiring to look at Repository Information shall first register and then sign for the jacket containing the information.
- B. No Repository Information shall be taken from the general location where it is being uploaded.
- C. Persons reviewing the Repository Information shall not collaborate with or advise others who are not their client(s) when evaluating the Repository Information.
- D. The Repository is designed for use by licensed veterinarians on behalf of their buyer-clients. Access to a consignor's Repository Information may be denied to non-veterinarians.

### <u>LEGAL NOTICE BINDING UPON ALL PARTIES INTERESTED IN THE SALE OR</u> PURCHASE OF HORSES DURING KEENELAND SALES:

- A. The maintenance of the Repository by Keeneland shall not change any of Keeneland's Conditions of Sale which shall continue to be binding upon all parties; rather, the Repository shall provide an opportunity to facilitate buyers' inspection of horses which they may be interested in purchasing.
- B. Each buyer, per Keeneland's Conditions of Sale, is encouraged to inspect each horse which he may purchase including the Repository Information. As provided in the Conditions of Sale and otherwise, buyers are accepting any horse purchased with all defects except those conditions and defects specifically warranted on Keeneland's Conditions of Sale and not as announced prior to sale.
- C. Keeneland will <u>not</u> review the Repository Information and makes no warranty or assurance of any kind concerning the authenticity or accuracy of the Repository Information, all of which shall be the responsibility of the consignor. The knowledge of Repository Information shall therefore not be imputed to Keeneland.
- D. Purchasers will be charged with knowledge of any defect that is or should be revealed by a reasonable inspection, including any defect that is or should be revealed by a review of the Repository Information, with the exception of the Consignors' warranties per Condition Fifth (cribbers and ridglings only) and Condition Sixth (upper respiratory, laryngoscopic evaluation). Those limited warranties remain effective as more fully provided for and stated in Conditions Fifth and Sixth, unless announcement is made by the auctioneer in conjunction with the sale of the horse in question. With respect to Condition Eighth (injury or disease of bone structure for two-year-olds in training only), any defect which will, more likely than not, materially and adversely affect the horse's suitability for training and racing, that appears on radiographs taken within 24 hours after the session in which the horse is sold and taken before the horse leaves Keeneland's grounds, which does not appear on the radiographs filed in the repository prior to the sale, is subject to arbitration as provided in Condition Eighth which may result in a return of the horse to the consignor and a refund of the purchase price.
- E. In the event consignor elects to place information in the Repository, consignor warrants that consignor has deposited in the Repository all of the required views mandated by Keeneland and further warrants the authenticity of said views.

- F. Furthermore, should the veterinarian responsible for the radiographs (and the attendant Veterinary Repository Report) have total or part ownership in a particular yearling, said <u>ownership must be so disclosed</u> on the Veterinary Repository Report.
- G. All purchasers acknowledge that any Veterinary Radiographic Report relating to radiographs of a horse ("Veterinary Radiographic Report") is inherently subjective. Keeneland makes no warranty or assurance of any kind concerning the authenticity, sufficiency, quality, completeness or accuracy of information contained in Veterinary Radiographic Reports, and knowledge of the information in Veterinary Radiographic Reports shall not be imputed to Keeneland.

# 2019 NOVEMBER BREEDING STOCK SALE DEADLINES FOR X-RAYS AND ENDOSCOPIC VIDEOS

SESSION NUMBER	DATE SELLING	HIP NUMBERS	SCOPE VIDEO MUST BE RECORDED ON OR AFTER	X-RAYS MUST BE TAKEN ON OR AFTER	DEADLINE TO BE IN REPOSITORY
1	WED - NOV 6	1 – 274A	SUN - OCT 27	WED – OCT 16	SAT – NOV 2
2	THUR - NOV 7	275 – 687	MON – OCT 28	THUR – OCT 17	SUN – NOV 3
3	FRI - NOV 8	688 – 1100	TUES – OCT 29	FRI – OCT 18	MON – NOV 4
4	SAT - NOV 9	1101 – 1519	WED – OCT 30	SAT – OCT 19	TUES – NOV 5
5	SUN - NOV 10	1520 – 1939	THUR – OCT 31	SUN – OCT 20	WED – NOV 6
6	MON - NOV 11	1940 – 2350	FRI – NOV 1	MON – OCT 21	THUR – NOV 7
7	TUES - NOV 12	2351 – 2761	SAT – NOV 2	TUES – OCT 22	FRI – NOV 8
8	WED - NOV 13	2762 – 3170	SUN – NOV 3	WED – OCT 23	SAT – NOV 9
9	THUR - NOV 14	3171 – 3577	MON – NOV 4	THUR – OCT 24	SUN – NOV 10
10	FRI - NOV 15	3578 – 3968	TUES – NOV 5	FRI – OCT 25	MON – NOV 11
11	SAT - NOV 16	3969 – 4258	WED – NOV 6	SAT – OCT 26	TUES – NOV 12
12	SUN – NOV 17	4259 – 4548	THUR – NOV 7	SUN – OCT 27	WED – NOV 13

<sup>\*</sup>Repository Information must be turned in by 4:30 p.m. on the day of deadline.

#### **DIGITAL REQUIREMENTS**

- 1) All digital radiographs MUST be submitted in a machine readable DICOM 3.0 format. Accepted media will be in the form of a CD ROM, DVD ROM or other complaint DICOM storage appliance approved by Keeneland
- 2) All images for a HIP MUST be included in a single DICOM study. Multiple DICOM files for a single HIP will not be accepted. All 36 required images (or 38 images for horses of racing age) must be on file as per the attached listing.
- 3) Deadline All Digital x-rays will be due at the Repository no later than 4:30 PM, 4 days prior to the scheduled date
- 4) DICOM tag requirements must follow the following specification:
  - Patient ID = KYYMM-XXXX
    - $\circ$  K = Keeneland
    - $\circ$  YY = Last two digits of the year
    - $\circ$  MM = Month of Sale
    - o XXXX = Full HIP number (including leading zeroes; i.e. 0001)

Example: Keeneland 2019 November sale of HIP number 0001

Patient ID = K1911-0001

• Patient Name = Horse name or DAM and last two digits of birth year for unnamed horses

Example: WINTERS EDGE 18

- Study Description = CONSIGNOR'S NAME
- Study Date = DATE of X-RAYS

NOTE: All fields should be populated in UPPER CASE lettering.

- 5) Letters and certificates accompanying a HIP that is submitting digital x-rays must be delivered to Keeneland no later than 4 days prior to the sell date. Document size must not exceed 8.5" x 11" and must be printed black on white background. (Note 8.5" x 11" is the preferred paper dimensions)
- 6) View names In order for Keeneland to display all HIPS in a consistent order during the sale, the following view names should be used to describe the digital view (*see next page*).

### MINIMUM REQUIRED VIEWS

	DICOM Tag - LEFT	<b>DICOM Tag - RIGHT</b>	
CARPUS:			
Lateral/Medial Oblique (30° - 40°) (Dorsolateral 35°, to Palmar Medial Oblique)	L Carpus_DLPMO	R Carpus_DLPMO	
Medial/Lateral Oblique (20° - 30°) (Dorsomedial 25°, to Palmar Lateral Oblique)	L Carpus_DMPLO	R Carpus_DMPLO	
Flex Lateral (Flexed lateral to medial)	L Carpus_FLM	R Carpus_FLM	
Third Carpal Skyline View (for horses in training)	L Carpus_Sky_DRow	R Carpus_Sky_DRow	
FETLOCK - FRONT:			
AP elevated 15° (Dorsal, 15° elevated to palmar) Medial Oblique (Dorsomedial 30°, to palmar lateral oblique)	L FFetlock_DP L FFetlock_DMPLO	R FFetlock_DP R FFetlock_DMPLO	
Lateral Oblique (Dorsolateral 30°, to palmar medial oblique)	L FFetlock_DLPMO	R FFetlock_DLPMO	
Lateral (Standing lateral to medial)  Lateral (Standing lateral to medial)	L FFetlock_FLM L FFetlock_SLM	R FFetlock_FLM R FFetlock_SLM	
FETLOCK – HIND:			
AP elevated 15° (Dorsal, 15° elevated to plantar)	L HFetlock_DP	R HFetlock_DP	
Medial Oblique	L HFetlock_DMPLO	R HFetlock_DMPLO	
(Dorsomedial 30°, 15° to plantar lateral oblique) Lateral Oblique (Dorsolateral 30°, 15° to palmar medial oblique)	L HFetlock_DLPMO	R HFetlock_DLPMO	
Standing Lateral to medial	L HFetlock_LM	R HFetlock_LM	
HOCK:			
Medial/Lateral Oblique (or 15° PALMO) (Dorsomedial 65° to plantar lateral oblique)	L Hock_DMPLO	R Hock_DMPLO	
-OR-	L Hock_DMPLO	R Hock_DMPLO	
(Plantaro-lateral 25° to dorsomedial oblique)	L Hock_CrCa	R Hock_CrCa	
Off Center AP (Slightly lateral) (Dorsolateral 10° to plantar medial)	L Stifle_CaLCrMO	R Stifle_CaLCrMO	
Lateral to Medial	L Hock_LM	R Hock_LM	
STIFLE:			
Lateral to Medial 20° PALMO (Posterior lateral 20° to anterior medial oblique must include medial femoral condyle in its entirety).	L Stifle_LM L Stifle_CaLCrMO	R Stifle_LM R Stifle_CaLCrMO	
PA (Posterior/Anterior)	L Stifle_PA	R Stifle_PA	

# 2019 NOVEMBER BREEDING SALE CONSIGNOR AUTHORIZATION FORM

Consig	gnor:				
Addres	ess:				
	I hereby authorize the following two people to revithe Repository for the 2019 November Breeding S				
	I hereby authorize the following two people to picl information (x-rays, video scopes, certificates, etc. sold.				
	I hereby request that any repository information (x-rays, video scopes, certificates, etc.) be made available <u>only</u> to licensed veterinarians. This authorization is valid for one year from the date below and must be renewed annually.				
Consig	gnor's Signature	 Date			