



# 2020 DECEMBER DIGITAL SALE

Keeneland Association, Inc.

4201 Versailles Rd., Lexington, KY 40510

P.O. Box 1690, Lexington, KY 40588-1690

859 254-3412 | 800 456-3412

Fax 859 233-2257

www.keeneland.com

## TUESDAY, DECEMBER 15, 2020

### Entry Deadline: Friday, December 4, 2020

#### PROPERTY LINE:

\_\_\_\_\_

To be sold in name of (exact name to appear at top of catalogue page).

If not completed, name of person submitting animals will be used on catalogue page.

Property lines will not be taken from a Consignor's Authorized Agent Form.

Address: \_\_\_\_\_

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

Telephone: (     ) \_\_\_\_\_ Cell: (     ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

#### JOCKEY CLUB CERTIFICATE MANAGER:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

#### SUBMITTED BY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: (     ) \_\_\_\_\_ Cell: (     ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

#### THE FOLLOWING CHARGES APPLY TO ALL DIGITAL SALES:

##### ENTRY FEES:

An entry fee of \$300 (three hundred dollars) shall be due by the consignor to Keeneland at time of entry, which sum shall be nonrefundable in all circumstances except as may be otherwise specifically set forth in this Consignor's Contract. **Keeneland may elect, in its sole discretion, not to enter any horse in the Sale if the entry fees have not been received by December 4, 2020.** In the event of a chargeback, shall be immediately paid to Keeneland as provided in paragraph 2 of the Consignor's Contract.

**A \$50 late fee will be charged if entry fee is not paid within seven days of entry deadline.**

##### SALES COMMISSION:

Consignor agrees to pay the commissions and fees as provided in the Consignor's Contract, which in-

clude a five percent (5%) sales commission on bids exceeding \$10,000, with a minimum commission of \$500 per horse **sold**.

##### PLEASE NOTE:

This application will only be accepted with agreement to the terms and conditions of this Consignor's Contract. Further, a copy of **The Jockey Club Certificate of Foal Registration must be delivered to Keeneland by December 4**, in default of which the entry may not be catalogued. Also, a \$100 penalty per horse will apply after **this date**.

**Must have Jockey Club Certificate Manager Information on file for papers to be processed.**

**If sale is to be made through an agent, a Consignor's Authorized Agent Form must be received by**

**December 4, 2020.** A \$100 penalty per **owner or property line** will apply after this date; also, we will not be able to sell a horse if the Consignor's Authorized Agent Form is not on file.

##### BROODMARES:

Broodmares which are eighteen years old or older, and which are presently not in foal, will not be accepted for this Sale. Broodmares which have not become pregnant or became pregnant and aborted for three consecutive years, including the present year, will not be accepted for this Sale.

**ALL PROPERTY LINE CHANGES MUST BE IN THE SALES OFFICE BY 4:30 P.M. ON DEC. 4, 2020.**

## CONSIGNORS:

To insure that the catalogue page is correct, it is important that you submit accurate and complete information to Keeneland. Please take just a few minutes to read the following before you begin to fill out your entry form. If, after reading it, you have questions, don't hesitate to call Keeneland's sales office. We'll be happy to assist you.

- Please list the horses **alphabetically by dam**.
- Fill out one column for each entry.
- Type or print clearly on the entry form.
- Provide complete information for each horse.
- It is essential that you carefully read the Consignor's Contract on the back of this form. **Sign and date** the contract before submitting your entries to Keeneland. This form may also be submitted by email to [mhunter@keeneland.com](mailto:mhunter@keeneland.com).
- Original Digital Coggins certificates (must be dated within 12 months of date of sale and valid for at least 2 weeks after date of sale) and original E.V.A. results (must be dated within 90 days of date of sale and valid at least two weeks after date of sale) **must be in the sales office by 4:30 p.m. Friday, December 4**. Consignors who fail to deliver these papers by this date will be assessed a \$100 late charge per horse.
- Coggins Test is a blood test for Equine Infectious Anemia. E.V.A. Test is a blood test for Equine Viral Arteritis.
- Equine Herpes Virus Type 1 (EHV-1) veterinary certificate must be in the sales office by **Friday, December 4**. It must be dated by a licensed veterinarian a minimum of fourteen (14) days and no more than one hundred and twenty (120) days prior to sale date **and include product used**.
- The Registration certificates for all horses **must be in the sales office by 4:30 p.m. Friday, December 4**. Consignors who fail to deliver these papers by this date will be assessed a \$100 late charge per horse.
- For all broodmares sold as "Pregnant", a stallion service certificate for the 2020 breeding is required by **December 4**. After this date, a \$100 late fee penalty will apply. Pregnancy certificates are required within 10 days of selling date. For a filly being sold as a broodmare prospect, a "Suitable for Mating" certificate must be done and turned in within 10 days of selling date.
- .05% (50¢ per \$1,000) of the selling price will automatically be contributed to TAA (Thoroughbred Aftercare Alliance).
- **All property line changes must be in the sales office by 4:30 p.m. Friday, December 4.**

## INSTRUCTIONS:

List the color, sex, foaling date, sire, dam and dam's sire as it appears or will appear on the registration certificate issued by The Jockey Club. You must include complete date of birth for weanlings; year only for all others. Please provide correct spelling.

### This information is for foals of 2020 and racing age horses.

The state or country where the horse was foaled as it appears or will appear on the registration certificate.

Circle "yes" or "no" if a Kentucky-foaled Thoroughbred is registered with the Kentucky Thoroughbred Development Fund. (Paid membership fee).

List stakes for which horse has already been nominated.

Circle "yes" or "no" if you wish to contribute 1/4% of the selling price to the National Thoroughbred Racing Association.

### This information is for broodmares only.

Sex and sire of produce resulting from 2019 breeding.

Sex and sire of produce resulting from 2020 breeding.

If the broodmare was bred to more than one sire this year, list the sires and the service dates. Then indicate which one of the sires the broodmare is pregnant to. If the broodmare was bred to only one sire, use the block for sire 1.

Please list all owners.

PLEASE ALPHABETIZE BY MARE OR DAM.

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Name:				
Color:				
Sex:				
Foaling Date:				
Sire:				
Dam:				
Dam's Sire:				
<b>For Foals of 2020 and racing age horses indicate state foaled in:</b>				
<b>Ky. Thoroughbred Development Fund</b>	(circle) Yes      No	(circle) Yes      No	(circle) Yes      No	(circle) Yes      No
<b>Nominated to the Following Stakes:</b>	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>NTRA Contribution (will appear in catalogue)</b>	(circle) Yes      No	(circle) Yes      No	(circle) Yes      No	(circle) Yes      No
<b>For Broodmares Only</b>				
<b>Sex of 2019 Produce:</b>				
<b>Sire of 2019 Produce</b>				
<b>Please check one:</b>	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant
<b>Sex of 2020 Produce:</b>				
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<b>Please check one</b>	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant
<b>Name of Sire(s) Broodmare bred to in 2020:</b>	Sire 1: _____ Last Service Date: _____ Sire 2: _____ Last Service Date: _____	Sire 1: _____ Last Service Date: _____ Sire 2: _____ Last Service Date: _____	Sire 1: _____ Last Service Date: _____ Sire 2: _____ Last Service Date: _____	Sire 1: _____ Last Service Date: _____ Sire 2: _____ Last Service Date: _____
<b>Name of Sire Broodmare pregnant to:</b>				
<b>Please check one:</b>	<input type="checkbox"/> Pregnant <input type="checkbox"/> Not Pregnant <input type="checkbox"/> Aborted <input type="checkbox"/> Not Mated <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden	<input type="checkbox"/> Pregnant <input type="checkbox"/> Not Pregnant <input type="checkbox"/> Aborted <input type="checkbox"/> Not Mated <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden	<input type="checkbox"/> Pregnant <input type="checkbox"/> Not Pregnant <input type="checkbox"/> Aborted <input type="checkbox"/> Not Mated <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden	<input type="checkbox"/> Pregnant <input type="checkbox"/> Not Pregnant <input type="checkbox"/> Aborted <input type="checkbox"/> Not Mated <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden
<b>Horse being sold as: (racing age only)</b>	<input type="checkbox"/> Racing Prospect <input type="checkbox"/> Broodmare Prospect <input type="checkbox"/> Stallion Prospect	<input type="checkbox"/> Racing Prospect <input type="checkbox"/> Broodmare Prospect <input type="checkbox"/> Stallion Prospect	<input type="checkbox"/> Racing Prospect <input type="checkbox"/> Broodmare Prospect <input type="checkbox"/> Stallion Prospect	<input type="checkbox"/> Racing Prospect <input type="checkbox"/> Broodmare Prospect <input type="checkbox"/> Stallion Prospect
<b>Owner(s) of Record</b>				

ALL ENTRIES MUST HAVE COGGINS TESTS, E.V.A. TESTS AND CVI'S BY SALE TIME.

PLEASE ALPHABETIZE BY MARE OR DAM.

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Name:				
Color:				
Sex:				
Foaling Date:				
Sire:				
Dam:				
Dam's Sire:				
<b>For Foals of 2020 and racing age horses indicate state foaled in:</b>				
<b>Ky. Thoroughbred Development Fund</b>	(circle) Yes          No	(circle) Yes          No	(circle) Yes          No	(circle) Yes          No
<b>Nominated to the Following Stakes:</b>	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>NTRA Contribution (will appear in catalogue)</b>	(circle) Yes          No	(circle) Yes          No	(circle) Yes          No	(circle) Yes          No
<b>For Broodmares Only Sex of 2019 Produce:</b>				
<b>Sire of 2019 Produce</b>				
<b>Please check one:</b>	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant	<input type="checkbox"/> Single Foal <input type="checkbox"/> Not Mated <input type="checkbox"/> Twins <input type="checkbox"/> Dead Foal <input type="checkbox"/> Aborted <input type="checkbox"/> Foal Died <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden <input type="checkbox"/> Not Pregnant
<b>Sex of 2020 Produce:</b>				
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<b>Name of Sire(s) Broodmare bred to in 2020:</b>	Sire 1: _____ Last Service Date: _____ Sire 2: _____ Last Service Date: _____	Sire 1: _____ Last Service Date: _____ Sire 2: _____ Last Service Date: _____	Sire 1: _____ Last Service Date: _____ Sire 2: _____ Last Service Date: _____	Sire 1: _____ Last Service Date: _____ Sire 2: _____ Last Service Date: _____
<b>Name of Sire Broodmare pregnant to:</b>				
<b>Please check one:</b>	<input type="checkbox"/> Pregnant <input type="checkbox"/> Not Pregnant <input type="checkbox"/> Aborted <input type="checkbox"/> Not Mated <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden	<input type="checkbox"/> Pregnant <input type="checkbox"/> Not Pregnant <input type="checkbox"/> Aborted <input type="checkbox"/> Not Mated <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden	<input type="checkbox"/> Pregnant <input type="checkbox"/> Not Pregnant <input type="checkbox"/> Aborted <input type="checkbox"/> Not Mated <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden	<input type="checkbox"/> Pregnant <input type="checkbox"/> Not Pregnant <input type="checkbox"/> Aborted <input type="checkbox"/> Not Mated <input type="checkbox"/> Aborted Twins <input type="checkbox"/> Maiden
<b>Horse being sold as: (racing age only)</b>	<input type="checkbox"/> Racing Prospect <input type="checkbox"/> Broodmare Prospect <input type="checkbox"/> Stallion Prospect	<input type="checkbox"/> Racing Prospect <input type="checkbox"/> Broodmare Prospect <input type="checkbox"/> Stallion Prospect	<input type="checkbox"/> Racing Prospect <input type="checkbox"/> Broodmare Prospect <input type="checkbox"/> Stallion Prospect	<input type="checkbox"/> Racing Prospect <input type="checkbox"/> Broodmare Prospect <input type="checkbox"/> Stallion Prospect
<b>Owner(s) of Record</b>				

ALL ENTRIES MUST HAVE COGGINS TESTS, E.V.A. TESTS AND CVI'S BY SALE TIME.

# Keeneland, in compliance with the A.A.E.P., encourages all equine practitioners and consignors to use the following terms:

## **PREGNANT**

Any filly or mare shall be characterized as "pregnant" if a practitioner has examined such animal for pregnancy at 42 days or more post mating during the applicable year and such examination indicated that such filly or mare was pregnant. Any report based on an examination at less than 42 days post mating should indicate the pregnancy status of the animal as well as the number of days post mating that the examination was performed. Accordingly, a report from a positive pregnancy exam at 42 or more days post mating indicates the filly or mare is "pregnant" without further comment. The results of a positive pregnancy determination prior to 42 days should be indicated in a manner showing the applicable number of days such as "pregnant---41 days."

## **ABORTED**

Any filly or mare that is not pregnant at the time of examination should be reported as "aborted" rather than "not pregnant" if the person rendering the report is actually aware that (a) an aborted fetus was observed or (b) the mare had been declared "pregnant" based on an examination at 42 days or more post mating.

## **NON PREGNANT**

Any filly or mare that has been mated, examined for pregnancy, and found not pregnant at 42 days or more post mating during a specified year should be characterized as "not pregnant" unless such filly or mare has "aborted" as defined above. Any filly or mare that has been mated, ex-

amined for pregnancy and found not pregnant prior to 42 days post mating should be indicated in a manner showing applicable number of days such as "not pregnant---41 days." Any filly or mare determined to be pregnant prior to 42 days post mating and later found to be not pregnant should be characterized as "not pregnant" rather than "aborted" unless the examiner has knowledge that an aborted fetus was observed.

## **SUITABLE FOR MATING**

Any filly or mare that is not pregnant at the time of examination shall be characterized as "suitable for mating" if a palpation per rectum of the ovaries, uterus and cervix, and speculum examination of the cervix and vagina does not reveal significant abnormalities that would indicate that the filly or mare is not reproductively within reasonably normal limits. A filly or mare that is "pregnant" or "pregnant \_\_\_\_\_days" at the time of examination, as determined by a palpation per rectum, shall be characterized as "suitable for mating" without further tests or examinations. Any reproductive examination or statement that a filly or mare is "suitable for mating" thus only indicates either (a) the results of the above-referenced palpation per rectum and speculum examination on the date performed or (b) the filly or mare was found to be "pregnant" or "pregnant ---\_\_\_\_\_days" and does not reflect the examiner's opinion of the future ability or inability of a particular filly or mare to conceive and deliver a live foal. There are many other tests or criteria that might be utilized to estimate

the likelihood of a successful mating; however, a statement that a mare is "suitable for mating" shall not indicate any tests have been completed other than those specifically referenced above. Moreover, a filly or mare may be characterized as "suitable for mating" based on only one examination even though more than one examination might enhance the likelihood of discovering reproductive abnormalities.

## **MATING**

The physical act of a stallion mounting a filly or mare with intromission of the penis and ejaculation. Artificial insemination qualifies as mating for breeds that permit artificial insemination.

## **MATED**

Any filly or mare that has undergone the physical act of mating but whose pregnancy status has never been determined.

## **NOT MATED**

Any filly or mare that has not undergone the physical act of mating by any stallion during a specified year.

## **DEAD FOAL**

Any foal that is born dead or any foal that dies within 72 hours from a medical condition existing or dating from birth.

## **FOAL DIED**

Any foal that dies after 72 hours from birth or any foal that dies from a condition not existing or dating from birth.

**WE SUGGEST THAT ALL MARES BE EXAMINED FOR PREGNANCY/REPRODUCTIVE STATUS  
10 (TEN) DAYS BEFORE THE DECEMBER 4, 2020, ENTRY DEADLINE.**

To: Keeneland Association, Inc.  
P.O. Box 1690  
Lexington, KY 40588-1690

# Consignor's Contract

*Please Read Before Signing*

For good and valuable consideration, including the entry of the horses herein listed in the 2020 December Digital Sale (the "Sale"), the undersigned consignor ("Consignor") hereby agrees to be bound to the following terms and conditions:

1. Consignor hereby warrants that title and ownership of each horse, or interest therein, entered by Consignor is as further specified in this Contract, and further warrants that the title thereto is free from any liens, mortgages or encumbrances except as Consignor shall otherwise notify Keeneland Association, Inc. ("Keeneland") in writing, at least 72 hours prior to sale date. In such event Consignor agrees to furnish written consent of any lienholders to sale and full agreement of all interested parties concerning disbursement of sales proceeds. If said consent and agreement is not so received, Keeneland may, in its sole discretion, refuse to allow the horse(s) to be sold and Consignor shall be responsible for any unpaid entry or withdrawal fees as provided in paragraphs 2 and 3 herein. Consignor further agrees to defend said title against all conflicting or adverse claims not fully disclosed to Keeneland in writing prior to sale. **Consignor further covenants and agrees to indemnify and hold Keeneland harmless from any and all costs, liabilities, incidental and consequential expenses, including reasonable attorneys' fees, incurred because of or arising out of any question of title or any disputes concerning identity and/or engagements of any and all of the named horses included hereon, or resulting from any liens, attachments or claims against the net proceeds from the sale thereof. If this Contract is executed by an agent, the agent shall be individually responsible for and shall indemnify Keeneland for all damages arising out of any failure to set forth the full and correct ownership of each horse or for any lack of authority to execute this Contract on behalf of all owners. Consignor warrants the correct identity of all horses sold by Consignor in this Sale and that all title to, interest in, and possession of the named horses shall remain with Consignor until title passes to buyer(s) at the time of sale. Consignor appoints Keeneland as Consignor's agent in this Sale with full authority to transfer title, to receive the net proceeds of such sale for Consignor's account and to distribute such proceeds of sale to Consignor and such other parties as Keeneland reasonably believes to have an interest in the proceeds and in such priority as Keeneland reasonably believes appropriate. Consignor further appoints Keeneland as Consignor's agent for purposes of (a) taking a security interest for Consignor and/or the seller (to secure such obligations to Consignor and/or Seller in connection with the sale of any horse or other property or rights at the sale as Keeneland, in its sole discretion, deems appropriate) from any buyer(s) in each horse or other property or rights entered by Consignor in the Sale and other property and/or rights, if any, deemed appropriate by Keeneland, in its sole discretion, and (b) filing any financing statement or financing statements deemed appropriate by Keeneland, in its sole discretion. Consignor also agrees that Keeneland may also take and perfect a security interest(s) in each such horse and any other property and rights for Keeneland's own account and any such security interest(s) taken for Keeneland's own account shall have priority over any such security interest(s) Keeneland takes as agent for Consignor. Consignor further covenants and agrees to indemnify and hold Keeneland harmless from any and all costs (including, without limitation, reasonable attorneys' fees and costs), liabilities and other incidental and consequential expenses, incurred because of or arising out of either (a) any issue relating to the distribution of sales proceeds by Keeneland to Consignor or to any such other parties as Keeneland may deem appropriate and (b) any issue in connection with any security interest(s) taken or perfected (or not taken or perfected) by Keeneland for Keeneland's own account and/or as agent for Consignor or any seller.**

2. Consignor agrees to pay Keeneland the entry fee stated herein, which shall be nonrefundable except as provided herein. Consignor agrees to pay Keeneland a late charge of \$50.00 in the event Consignor fails timely to pay the entry fee. In addition to the entry fee, Consignor further agrees to pay to Keeneland a 5% (five percent) commission of the final accepted bid exceeding \$10,000, by whomsoever made, on each horse sold for Consignor's account, with a minimum fee of \$500 on each horse sold. Notwithstanding the foregoing, if a horse is not sold because the reserve is not attained as listed on the sales results reports made available by Keeneland, Consignor agrees to pay

the full entry fee but will not be charged additional commission. Consignor further agrees that any unpaid portion of the entry fee and the 5% commission may be deducted and retained by Keeneland from any of Consignor's accounts and that Keeneland may retain said fee and commission from any and all proceeds from whatever source which may be payable to any of Consignor's accounts, including any portion of proceeds due Consignor for Consignor's commission and expenses. In the event of a deficit in Consignor's account relating to any unpaid entry fees, late fees or commissions, Consignor shall immediately pay to Keeneland the balance due. **Keeneland shall charge and Consignor shall pay to Keeneland a late charge of 1 1/2 a/a per month (or the maximum amount permitted by applicable law, if less) in the event the deficit is not paid within thirty (30) days of the Sale. Keeneland shall retain, and is hereby granted, a security interest and lien in all proceeds in any of Consignor's accounts for any unpaid fees or commission and Keeneland shall further retain, and is hereby granted, a security interest and lien in The Jockey Club Certificate of Foal Registration ("JCC") and hold said JCC for any such horses which are not sold until such commission has been paid in full or until any deficit in Consignor's account has been paid in full.**

3. Consignor shall have the right to withdraw any or all of the horses named hereon at any time prior to the assignment of the hip number for the publication of the catalogue, with such withdrawal to be made in writing. In the event of such withdrawal, Consignor shall be obligated to pay the entry fees to Keeneland. Consignor agrees that horses listed hereon will be presented for sale at the time scheduled unless excused by Keeneland. Any request for excused withdrawal shall be accompanied by a veterinary certificate stating in detail the reason for the withdrawal. Keeneland may appoint a veterinarian of its choosing to examine the horse for which withdrawal is requested and the opinion of Keeneland's veterinarian as to whether there is a valid reason for withdrawal shall be binding and conclusive on all parties. In the event any horse listed hereon is withdrawn from the Sale after the assignment of the horse's hip number for publication, and which is not excused thereafter by a veterinary certificate acceptable to Keeneland, Consignor shall pay Keeneland 5% (five percent) of its fair market value at the time of withdrawal, as liquidated damages, in addition to the entry fee. Further, in the event the horse so withdrawn is sold at a public or private sale any time after hip numbering and within three months after this Sale, Keeneland shall, in its sole discretion, have the option of deeming that sales price to be the fair market value of the horse at the time of the withdrawal from this Sale for purposes of establishing the fee. If Consignor does not pay Keeneland said fee prior to the sale of Consignor's consignment, Consignor agrees that Keeneland may retain said fee from any and all proceeds payable to Consignor's account from this Sale or any other sale. The parties further agree that the establishment of damages in the event of withdrawal is difficult to determine and accept and acknowledge that the liquidated damages set forth herein are fair and reasonable. **Keeneland shall retain, and is hereby granted, a security interest and lien in all proceeds in Consignor's account for any unpaid withdrawal fee and Keeneland shall further retain a lien in the JCC and Certificates, and Keeneland shall be entitled to hold said JCC and Certificates for any such horses withdrawn from the Sale as provided above until such withdrawal fee has been paid in full.**

4. Consignor agrees that Keeneland shall have the right and sole and absolute discretion to extend credit to the purchaser of any horse sold by Consignor in this Sale. Consignor further agrees that, in the event the successful bidder for any horse or horses entered by Consignor in this Sale fails to present himself to Keeneland to arrange for settlement as provided for in Condition SIXTH of the Conditions of Sale, or should such bidder on presenting himself be determined to not have approved credit by Keeneland, such horse or horses may immediately be put up for sale for Consignor's account and Keeneland shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. Consignor further agrees that, should conditions make immediate resale as herein provided impossible or impractical, as determined by Keeneland in its sole discretion, the horse or horses may be returned to Consignor as unsold with a waiver

## 2020 December Digital Sale Consignor's Contract (cont.)

of sales commission by Keeneland. Consignor further agrees that Keeneland shall not be liable for any deficit and therefore Keeneland retains the right not to pay Consignor in the event a purchaser defaults and that any payment, in whole or in part, by Keeneland despite any purchaser's default shall not constitute a waiver nor establish a custom and shall not abrogate Keeneland's right to withhold payment from Consignor in any case where the purchaser has defaulted.

5. Consignor agrees that Keeneland reserves the right to (a) reject any entry at any time for such reason as Keeneland shall deem appropriate, in its sole discretion, and Keeneland shall then return any entry fee paid only if the rejection is without reasonable cause; (b) determine the order of sale of all entries; (c) change the time or date of this Sale or to cancel same should Keeneland, in its sole discretion, so determine; (d) **set a minimum bid (upset price) for the horses sold in this Sale, in its sole discretion; and (e) refuse to sell any horse by auction if Keeneland has knowledge that said horse has been sold privately prior to said auction.**

6. Consignor agrees to deliver to Keeneland, by Dec. 4, 2020 the JCC and appropriate Certificates (including without limitation the Stallion Service Certificate, if applicable) for each horse listed in this Sale. Keeneland may elect not to catalogue any horse for which it does not have a JCC by Dec. 4, 2020, and in that event all of the nonrefundable fees either paid to or due Keeneland shall be due and owing. With respect to any horse for which the JCC has not been issued, Consignor hereby grants to The Jockey Club authority to deliver the JCC(s) directly to Keeneland. Consignor warrants that each horse entered is duly registered with The Jockey Club or will be so registered by date of sale. In the event a certificate cannot be delivered for any reason, Consignor agrees to (a) accept rescission of the sale of such horse, (b) return all net sale proceeds if delivered to Consignor, (c) reimburse all affected parties for their respective expenses, and (d) pay any sales commissions due. Keeneland shall have the right to refuse to sell any horse for which all certificates or other papers are not delivered, or, alternatively, to withhold any monies due Consignor until all certificates or other papers are delivered to Keeneland. In the event Keeneland elects to sell a horse for which the JCC is delivered after the deadline a \$100 late fee per horse will be charged against Consignor's account. Consignor shall furnish or cause to be furnished the Stallion Service Certificate for pregnant mares to Keeneland by Dec. 4. A \$100 penalty per horse will apply after this date. Should a mare have been mated to more than one stallion in a breeding season, Consignor will furnish Keeneland with either (a) a barren certificate for the breeding to the first stallion and the Service Certificate for the subsequent mating to the second stallion or (b) the Stallion Service Certificates for the mating to both stallions. Consignor shall furnish copies of Coggins and E.V.A. certificates for horses accepted for this Sale when they are requested, Coggins certificate to be dated within twelve months and E.V.A. within three months of the selling date. Also, health certificates will be required for all horses before they sell. **If this Contract is executed by an agent, the agent agrees to be jointly, severally, and personally liable with his principal for furnishing the documents provided for herein, and thus will be personally liable for all damages resulting from failure to furnish the aforesaid documents and agent further agrees to hold Keeneland harmless for all such damages.**

7. Broodmares which are eighteen years old or older, and which are presently not in foal, will not be accepted for this Sale. Broodmares which have not become pregnant or became pregnant and aborted for three consecutive years, including the present year, will not be accepted for this sale.

8. For two-year-olds in training and horses in training, Consignor represents and warrants to Keeneland and that, to the best of Consignor's knowledge, each horse entered by Consignor is free from disease and is sound and suitable for training and racing. In the event any horse entered by Consignor has a condition or defect which is covered in the limited warranties contained in the Conditions of Sale which govern this Sale, Consignor agrees to either notify Keeneland in order that appropriate announcements will be made prior to this Sale or place said information in the Repository as provided in the Conditions of Sale.

9. For two-year-olds in training and horse in training, Consignor represents that each horse in Consignor's consignment shall, at the time of the Sale, have been in training for not less than ninety (90) continuous days prior to this Sale. In

the event it should later be determined that this representation is false, Keeneland, in its sole discretion, may return the horse to Consignor as unsold and Consignor shall reimburse both Keeneland and the buyer for any expenses which either of them incurred and shall further pay Keeneland the entry fees and any sales commission.

10. For two-year-olds in training and horses in training, Consignor agrees that no horse entered by Consignor in this Sale shall be entered in a race on the day of this Sale or the day following, stakes races excepted, unless approved by Keeneland in writing in advance.

11. For two-year-olds in training and horses in training, Consignor hereby grants Keeneland the right to determine when the horses will be allowed to train prior to the Sale and to reject any horses as unacceptable for sale for any reason in Keeneland's sole discretion.

12. For two-year-olds in training and horses in training, Consignor shall be required to identify all horses in Consignor's consignment by hip numbered saddle cloths.

13. For two-year-olds in training and horses and training, Consignor agrees to maintain daily training and racing records as applicable and to provide to Keeneland any training reports as required.

14. Consignor will be responsible for the care, custody, control and security of each horse consigned by Consignor until the close of the Sale except in the case of horses which are not being sold for breeding purposes only and which are being shipped out of state (and thus in interstate commerce), in which case title, risk of loss and possession shall remain with the Consignor until the horse(s) is delivered to a licensed interstate common carrier (or its duly authorized representative or employee) to be hired by Keeneland, at which time title, risk of loss and possession shall pass to the buyer. Consignor agrees that it will not release the horse to the buyer or the buyer's representative unless and until he has received a digital stable release from Keeneland. In the event Consignor releases the horse prior to receipt of a digital stable release from Keeneland, Consignor shall be responsible for payment of the purchase price.

15. KRS 230.357 makes it unlawful to pay or receive money or any item of value in excess of \$500.00 in connection with the sale and purchase of a horse except with the full disclosure and written consent of both purchaser and seller; provided, however, this prohibition shall not be applicable where the agent is acting solely for and compensated solely by his principal. Consignor affirmatively agrees to comply with the above referenced statute and otherwise comply with all applicable law.

16. Keeneland reserves the right to exclude any horse from the Sale which has been judged by a veterinarian to be physically unfit for sale.

17. 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 and consignors shall not be deemed to be confidential in nature. All parties agree that Keeneland may, but shall not be required to, disclose such information without incurring liability to any party.

18. In the event this Contract is executed by an authorized agent, such agent shall identify the true owner of the horse on this entry and in the **Consignor's Authorized Agent** Form which must be filed with Keeneland not later than Dec. 4. A \$100 penalty per owner or property line will apply after this date, and failure to file as required herein may result in exclusion of the horse(s) from the Sale. Agent warrants that he has actual authority to execute this Contract on behalf of all owners of the horse. If the agent's principal(s) is not disclosed, agent acknowledges and agrees that he and his principal shall have full liability and responsibility, jointly and severally, arising out of the entry and/ or sale of the horse(s).

19. The Conditions of Sale governing this sale include a Code of Conduct governing Agents and Principals. The Code of Conduct includes without

## 2020 December Digital Sale Consignor's Contract (cont.)

**limitation that all Agents owe a duty of good faith and loyalty to their Principal(s), and will act at all times in accordance with their Principal's best interests. Consignor affirmatively agrees that Consignor is bound by and will comply with the Code of Conduct the terms thereof are hereby incorporated by reference herein.**

20. If Consignor desires to make any announcements or set a reserve price on any horse listed herein, Consignor must make such request in writing and submit it to Keeneland through the digital sale system not later than thirty minutes prior to the start of the sale session. Oral reserves shall not be accepted. Consignor agrees that Keeneland is absolved from any liability if these procedures are not strictly followed. Consignor is solely responsible for having such announcements made and for their accuracy and Consignor hereby releases and agrees to hold Keeneland harmless from any damages, attorneys' fees or costs, and other expenses and costs relating to any actual or alleged errors or omissions including Keeneland's own negligence in making or failing to make any such announcement. In the event Keeneland receives conflicting instructions from consignors and/or owners, Keeneland may elect not to recognize a reserve price in its sole discretion. Each party in that instance may then bid to protect his interest in accordance with the Conditions of Sale provided he has established authority to bid and the appropriate credit standing as provided in the Conditions of Sale.

21. Consignor agrees to be bound by the decision of all veterinarian arbitration panels ("Panel(s)") as provided in the Conditions of Sale. All proceedings of the Panel(s) shall take place in Lexington, Kentucky. Consignor agrees to be responsible for all expenses incurred by Consignor and the payment of the expenses incurred by the Panel in the event the buyer prevails in such proceedings. Additionally, Consignor understands no hearing will be held unless requested by the Panel, and Consignor waives any requirement of a hearing for such proceedings and further waives any right Consignor may have to participate in such proceedings. The findings of the Panel shall be **final, binding and conclusive** upon all involved parties.

22. Consignor acknowledges that Consignor has the option to place certain information in the Repository, which may include radiographs and endoscopic videotapes of Consignor's horse(s). Consignor acknowledges and agrees that Keeneland makes no warranty of any kind concerning the authenticity, sufficiency, completeness or accuracy of the information Placed in the Repository, and knowledge of the Repository information shall not be imputed to Keeneland. **Consignor further agrees to indemnify and hold Keeneland harmless from any claim (including, without limitation, all attorneys fees and costs, damages and other expenses related to any claim) arising out of the use of the Repository by any person.** 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. Consignor further warrants the authenticity and validity of the views, and Consignor further warrants that radiographs submitted to the Repository were taken within 10 days prior to the horse selling. Consignor warrants the accuracy, validity and authenticity in all material respects of the Repository information placed by Consignor (or Consignor's agent) in the Repository. Breach of the aforesaid warranties may result in Rejection of the sale and return of the horse, all as provided in the Conditions of Sale. If Keeneland determines, in its sole discretion, that Consignor has either placed incorrect information in, or omitted material information from, the Repository which results in information in the Repository being materially misleading, Keeneland may elect, in its sole discretion, to impose sanctions against Consignor, or such employees, agents or representatives acting on behalf of Consignor, which may include, without limitation, prohibiting Consignor from selling horses at future Keeneland sales.

23. Consignor, on behalf of himself and as agent for the owner of the horse(s) listed herein, agrees and acknowledges as follows: (a) Keeneland is the data controller and data processor for this transaction; (b) Consignor has received a copy of and has read and agrees to Keeneland's Privacy Policy, the terms thereof which are hereby incorporated by reference herein; (c) Consignor consents to the processing of his, her or its personal data as an essential part of this Contract; and (d) any processing of personal data pursuant to this Contract is necessary for the performance of the Contract between Keeneland and Consignor and, further-

more, Keeneland has a legitimate interest in processing such data in the course of fulfilling its obligations hereunder.

24. In the event Consignor has checked the box directing that .25% of proceeds of sale shall go to the NTRA. Consignor authorizes Keeneland to withhold and pay the stated amount to NTRA and agrees that, with the execution of this Contract, same shall be a valid and binding obligation of Consignor which is not subject to rescission.

**25. The American Academy of Equine Practitioners ("AAEP") discourages veterinarians with ownership in horses being presented for public auction from being involved in the representation of those horses to potential buyers including, but not limited to, performing a radiographic or endoscopic assessment. Keeneland concurs with the AAEP's policy, and further. Consignor agrees that, in his capacity as agent or owner, as the case may be. Consignor shall disclose a veterinarian's ownership of the horse(s) in the event the veterinarian will be involved in the representation of a horse to potential buyers.**

26. Consignor has read the above conditions and accepts them. Furthermore, Consignor agrees to abide and be bound by all other established rules and regulations under which Keeneland conducts its business, specifically all warranties, covenants and provisions contained in the Conditions of Sale which govern this Sale. Consignor further acknowledges that Keeneland's Conditions of Sale may be from time to time amended as Keeneland deems appropriate in its sole discretion. **The Conditions of Sale that appear in the sales catalogue and on Keeneland's website for this Sale shall be controlling, and are hereby incorporated by reference in this Consignor's Contract.** Defined terms used and not specifically defined herein shall have the meaning as defined in the Conditions of Sale. Consignor further acknowledges that Keeneland may waive various portions of its requirements from time to time, and in that event, Consignor understands and agrees that such waiver shall not constitute any custom which shall bind Keeneland to make any similar waiver in the future. Consignor acknowledges that Consignor is solely responsible for the accuracy of all information provided herein and all information provided to Keeneland and that Consignor has the affirmative duty to examine the catalogue page(s) on which horses consigned by Consignor appear, prior to the Sale, (and any information regarding the horses listed on the website) and to report any inaccuracies to Keeneland so that it may make an appropriate announcement at time of this Sale.

27. Consignor agrees to indemnify and hold Keeneland, its directors, officers and employees, harmless from any and all claims, losses and damages, including attorneys' fees, arising from (a) Keeneland's settlement of Consignor's account and payment of proceeds of this Sale; and (b) all other activities connected with this Sale, including, but not limited to (i) the use of Keeneland's facilities by Consignor and Consignor's agents and employees; (ii) the making (and the accuracy) of all announcements made prior to this Sale; (iii) the resolution of disputes relating to the condition of the horse(s) and any limited warranties relating thereto; (iv) the use of the Keeneland Repository; and (v) any other action taken by Keeneland in either implementing or upholding either the Conditions of Sale and this Contract.

28. **If the Consignor is executing this Contract as agent for the owner of the horse(s) listed herein, both agent and owner shall be jointly and severally liable to Keeneland for all such obligations arising hereunder. If the Consignor is acting as an agent of the owner of the horse(s) listed herein, the owner shall be deemed to have full knowledge of any information conveyed by Keeneland to Consignor. By execution of this Contract, Consignor, in his capacity as agent or owner, accepts the terms of the Contract and the Conditions of Sale for any and all horses which Consignor may enter or have entered via online information transfer.**

Date: \_\_\_\_\_

Signature \_\_\_\_\_