

KEENELAND REPOSITORY
2018 SEPTEMBER YEARLING SALE

I. REPOSITORY.

A. Required Views. Due to the inefficiencies attendant to multiple x-rays of sales horses, among 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, all of the minimum required views (38 films for horses of racing age or 36 films for all other horses) (collectively, the “Required Views”), as provided on the attached, must be submitted to the Repository. As provided in the Conditions of Sale, Consignor warrants that in the event Consignor elects to place information in the Repository, Consignor warrants (1) that Consignor has deposited in the Repository all of the Required Views, (2) the authenticity and validity of said views, and (3) the accuracy, validity and authenticity in all material respects of the Repository information placed by Consignor in the Repository.**

B. Time Restrictions. Radiographs with the Required Views must be taken within **21 days** prior to the horse selling, and delivered to Keeneland not later than **four days prior to selling by 4:30 p.m. for film and digital radiographs (see attached schedule).** **No Repository information will be accepted by Keeneland subsequent to the above date and times. By submitting the radiographs to the Repository, Consignor warrants the radiographs were taken within 21 days prior to the horse selling.** The hip number of the subject horse must be marked on all radiographs.

C. Veterinary Certificates. Veterinary certificates must be delivered to Keeneland no later than **four days prior to selling by 4:30 p.m. (see attached schedule).** A veterinary certificate may be submitted 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 (a) invasive joint surgery or (b) surgical intervention of the upper respiratory tract, or (iv) have undergone abdominal surgery of any type that occurred in the last two (2) calendar years preceding the day of sale and 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 (v) with respect to a broodmare has, within the last two years, (i) undergone a caesarean section delivery a fetus or (ii) surgery involving the cervix, or (iii) an urethral extension, or (iv) the removal of an ovary. Each of the aforesaid conditions must be announced at the time of sale or, in lieu of such announcement, be disclosed by placing a veterinary certificate in the Repository. See Conditions of Sale.

II. LOCATION/HOURS OF OPERATION/ACCESS.

A. Repository Office and Hours. The Repository Office is located on the first floor of the Sales Pavilion on Keeneland grounds. The hours of operation of the Repository are:

8:00 a.m. – 5:00 p.m. on Sept 8 – 9 and Sept 14 (Dark Day)
8:00 a.m. until the last hip number is sold on sale days

In addition, outside hours of operation in the Sales Pavilion, online access to the Repository is permitted to those who have obtained a username and password for the current sale.

All information delivered through September 4 must be taken to the Keeneland Administrative Office. Starting September 5, all information must be taken directly to the Repository in the Sales Pavilion.

B. Consignor Restricted Access. Keeneland may allow Consignors to restrict access to review the information which is placed in the Repository by Consignor. However, Keeneland will not permit restrictions to be placed on the use of the Repository if such restrictions are arbitrary or discriminatory, as determined in Keeneland's reasonable discretion. For example, a Consignor may request Keeneland to limit access to information placed in the Repository by that consignor to licensed veterinarians.

C. Collection of Repository Information. Consignor must pick up Repository information 2 DAYS AFTER the horse in question has sold. Radiographs and Repository information will not be mailed to Consignors, and may delete all digital files in a timely manner after each sale.

D. Purchaser's Duty to Inspect; Disclaimer. The Repository is intended to provide an opportunity to facilitate Purchasers' inspection of horses which they may be interested in purchasing. 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.

Keeneland will not review the Repository information, and makes no warranty or assurance of any kind concerning the authenticity, sufficiency, quality, completeness or accuracy of the Repository information, all of which shall be the responsibility of the Consignor. Knowledge of the Repository information therefore shall not be imputed to Keeneland.

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 NINTH (cribbers and ridglings only) and Condition TENTH (upper respiratory, laryngoscopic evaluation). Those limited warranties remain effective as more fully provided for and stated in Conditions NINTH and TENTH, unless Announcement is made by the auctioneer in conjunction with the sale of the horse in question.

Should the veterinarian responsible for the radiographs or a Veterinary Radiographic Report have total or partial ownership in a particular horse, said ownership must be so disclosed on the radiograph or Veterinary Radiographic Report.

III. VETERINARY RADIOGRAPHIC REPORTS. All Purchasers acknowledge that (i) any veterinary radiographic report which purports to describe or summarize what is reflected in the radiographs of a horse ("Veterinary Radiographic Report") may contain and/or be based upon subjective determinations; (ii) such written reports are not a substitute for or the equivalent of a review of the actual radiographs; and (iii) per the recommendation of the A.A.E.P, radiographic interpretation for potential buyers should be performed by a veterinarian retained to represent that

Purchaser's personal interest with their particular needs and level of risk tolerance in mind. Veterinary Radiographic Reports shall exclude any upper respiratory laryngoscopic evaluation or analysis of said evaluation. Purchasers are strongly encouraged to have their own veterinarian review the Repository information rather than relying on a Veterinary Radiographic Report prepared for Consignor, which Consignor distributes to or shares with Purchaser.

Keeneland will not review the Veterinary Radiographic Reports, and makes no warranty or assurance of any kind concerning the authenticity, sufficiency, quality, completeness or accuracy of the Veterinary Radiographic Reports. Knowledge of the Veterinary Radiographic Reports therefore shall not be imputed to Keeneland.

In the event it should be determined that a Veterinary Radiographic Report was shared or distributed by Consignor to Purchaser, and said Veterinary Radiographic Report is not accurate, valid or authentic in all material respects and the Veterinary Radiographic Report is deemed to be materially misleading regarding the condition of the horse, then the sale is subject to Rejection at the option of Purchaser only upon complying with the time requirements and process set forth in the Conditions of Sale. Time is of the essence. If Consignor elects to share or distribute a Veterinary Radiographic Report to Purchaser, Consignor shall submit a copy of said report to Keeneland, which Keeneland will retain for the duration of the sale for the sole administrative purpose of facilitating the Panel process, pursuant to the Conditions of Sale. Consignor acknowledges that pursuant to the Conditions of Sale, any Veterinary Radiographic Report distributed or shared by Consignor may form the basis for Rejection of a sale by Purchaser.

IV. GENERAL. Terms used herein shall have the same definitions as in the Conditions of Sale. The Conditions of Sale are hereby incorporated by reference herein. The headings are designed for reference only, and shall not alter any provisions of this Repository information or the Conditions of Sale.