

KEENELAND   
**Buyer's Authorized Agent**

To: Keeneland Association, Inc.

Date \_\_\_\_\_

I have this day appointed

Print Name of Agent \_\_\_\_\_

Address \_\_\_\_\_

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

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

to act for me for such period as indicated below. Said 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 bidding on and purchase of horses and/or interests therein at Keeneland before, during, and after the Sale (as defined below and including without limitation the Conditions of Sale, 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, 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 purchase(s) including, without limitation, binding me to the following: (a) granting Keeneland Association, Inc. (in its own capacity and/or in its capacity as agent for any person or entity that owned any horse or other property which may be purchased by Buyer immediately prior to any sale to Buyer) a security interest in all horses and other property and rights purchased and related property and rights, (b) granting Keeneland Association, Inc. such other security interests and rights as the agent determines appropriate, and (c) incurring obligations on my behalf. I authorize said agent to do all things incidental to and in furtherance of the purchase of horses and/or interests therein, including without limitation providing information regarding me, associated entities and any buyer of a horse or interest therein associated with me in order to comply with and abide by all payment terms, payment and sales conditions and processes of Keeneland. I further agree to pay for all purchases by said agent on my behalf in accordance with Keeneland's Conditions of Sale. This agency is revocable only in writing.

**The duration of agency shall be for this sale only unless otherwise indicated:**

through and including (date) \_\_\_\_\_ (the "Sale").

For purposes of this section, the term "Sale" shall include any Internet or other RNA sale transaction which shall occur immediately before, after or during the Sale.

I expressly agree and acknowledge as follows: (a) Keeneland is the data controller and data processor for any processing related to any purchase of horses at the Sale; (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 the undersigned's 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 Keeneland at [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, and all rights, remedies and duties with respect to the purchase 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.

Other Instruction \_\_\_\_\_

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

Title (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

County of \_\_\_\_\_ State of \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,

by (Name of Buyer) \_\_\_\_\_

as (Title if Buyer is not individual) \_\_\_\_\_

for and on behalf of (Firm Name if applicable) \_\_\_\_\_

My Commission expires \_\_\_\_\_ Signature of Notary Public \_\_\_\_\_

**(This form must be notarized)**