

2019 WINTER STALL APPLICATION AND PRIVILEGE AGREEMENT



AT PENN NATIONAL RACE COURSE

MOUNTAINVIEW THOROUGHBRED RACING ASSOCIATION, LLC and

PENN NATIONAL TURF CLUB, LLC (Collectively, "PNRC" or "Racing Associations")

777 Hollywood Blvd.

GRANTVILLE, PA 17028

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STALL APPLICATION

November 1, 2018 THRU April 30, 2019

DUE BY October 13, 2018

STABLING RULES

1. The following horses will not be eligible to compete PNRC, and stalls will not be allocated to:
 - (a) Horses which have not finished 1st, 2nd or 3rd for \$4,000 or more, since starting for less than \$4,000.
 - (b) Maidens which have not finished 2nd, 3rd, or 4th for \$5,000 or more, since starting for less than \$5,000.
 - (c) Maidens older than six (6) years old.
 - (d) Horses which are BARRED in PA or any other racing jurisdiction, or appear on any veterinarian's, starter's or steward's list.
 - (e) Horses which are three-time bleeders.
2. PNRC reserves the right in its sole discretion to refuse entry to any poor performing horse. If a horse is deemed to be poor performing, that horse will not be eligible to be stabled on the grounds of PNRC or compete in any races at PNRC.
3. Eligibility of a horse does not imply automatic approval for a stall. All decisions on stabling are subject to the sole discretion of PNRC.
4. Applicant agrees to enter and race the horses listed below, which have been allocated free stall space by the PNRC, in all races for which such horses qualify and are eligible.
4. If Applicant has in his/her charge any horse(s) whose name(s) appear on any barred list (veterinarian, starter, steward or any other barred list) at any other track, Applicant shall report the name of such horse(s), and the fact that the horse has been barred, to the Racing Secretary.
5. Horses that are no longer eligible as defined above must be removed immediately from the PNRC grounds. If Applicant fails to cooperate he/she will be subject to refusal of all entries, imposition of fines and/or eviction.

IMPORTANT: To assist PNRC in writing races to fit your horses, indicate Claiming Price for each horse, or ALW condition. Mark Maidens with an "X" in the proper column.

| NAME OF HORSE | SEX AGE | MDN | CLAIMING PRICE | LAST START | | NAME AND PERMANENT ADDRESS OF OWNER |
|---------------|------------|-----|-------------------|------------|-------|--|
| | | | | Date | Track | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |

All stalls MUST BE stripped before departing PNRC. A twenty-five (\$25.00) fee will be assessed for each stall vacated and not cleaned.

PLEASE PRINT

APPLICANT _____ PHONE _____

STREET AND NO. _____ EMAIL _____

CITY _____ STATE _____ ZIP _____ Date _____

Racing Secretary: Jenny Tipa

(Applicant Must Read and Sign Reverse Side of Application)

A copy of Workers' Compensation Policy must be submitted with application

Applicants agree to be subject to the current PNRC Horsemen's Guide including but not limited to the rules set forth below. **ANY VIOLATION OF THESE RULES MAY SUBJECT APPLICANT TO THE UNILATERAL AND UNAPPEALABLE REFUSAL OF ALL ENTRIES, LOSS OF STALLS, LIENS, AND EVICTION BY ACTION OF PNRC/RACING ASSOCIATIONS.**

Applicant understands that the following **ARE NOT PERMITTED** in the Backstretch Area (for purposes of this Stall Application and Privilege Agreement, the "Backstretch Area" is defined as all stables, stalls and structures of PNRC and the Racing Associations located within areas of restricted access as designated by the Pennsylvania State Horse Racing Commission (PASHRC)):

1. Submersible heaters or heat lamps
2. Dogs
3. Use, distribution, and possession of alcoholic beverages
4. Yearling horses
5. Electrical appliances of any type
6. Sleeping or cooking in tack rooms or stalls
7. Any bedding material EXCEPT straw
8. Smoking or use of E-cigarettes inside any structure or building or any other area designated as NO SMOKING

Applicant acknowledges that the following health information is required for any horse entering, or stabled in, the Backstretch Area:

1. Proof of a negative Coggins Test issued within the last 12 months of the date of this Stall Application and Privilege Agreement as well as a valid Health Certificate. All horses entered to race at PNRC must have a negative Coggins Test with a Blood Drawn date within 365 days of the date of the race.
2. All horses housed in the backstretch area for more than 30 days must have an updated Rabies vaccination. New horses shipping in to PNRC must be vaccinated for Rabies within 30 days of when they arrive. Horses that have been on PNRC grounds for at least 30 days but have not received their Rabies vaccine will not be eligible to race. Please coordinate with your veterinarian to receive the mandatory Rabies vaccines.

Applicant agrees to abide by the Eligibility Rules established by the Racing Associations as well as Act of October 28, 2016, (P.L. 913, No. 114) ("Act 114") (known as the "Race Horse Industry Reform Act") (as amended, 3 Pa.C.S., 9301 et seq.) and the rules and regulations promulgated thereunder, including, but not limited to all of the following:

- A. All owners and trainers shall carry Workers' Compensation insurance, in at least the minimum amounts required by the laws of the Commonwealth of Pennsylvania.
- B. Applicant agrees that neither Applicant, nor any owner, trainer or any of their employees, contractors and agents, is an employee of PNRC.
- C. Applicant is responsible for the conduct of his/her employees and/or any person or persons in his/her charge or control, or any person, firm or corporation, contracting with Applicant on the premises of PNRC. Applicant is responsible for the conduct of each and every person to whom a pass is granted at Applicant's request. Passes are non-transferrable. Applicant agrees that, upon termination of the employment of any employee, or cessation of contact or control with any person issued a pass, Applicant will immediately deliver the corresponding pass to PNRC for cancellation.
- D. Applicant is responsible for the conduct of Applicant's owners and trainers, as well as all of their employees, while on PNRC grounds. Applicant will ensure that Applicant's owners, trainers and their employees are fingerprinted and wear, in plain view at all times, valid identification badges as issued by the PASHRC.
- E. Applicant will ensure that all horses are covered at all times while on PNRC property by insurance against injury or loss by fire. Applicant agrees that horses entering the grounds of PNRC do so at the individual owner's risk with respect to fire, injury and other casualty or risk. PNRC assumes no liability for loss of horses or equipment by fire, injury, and other casualty.
- F. Applicant agrees to abide by the rules and regulations of the PASHRC, the Racing Associations, and the agreement by and between the Racing Associations and the organization representing majority of the owners and trainers at PNRC to the same extent as though Applicant were an original party thereto. Applicant further agrees to accept the decisions of the stewards as final on matters pertaining to racing, except with respect to appeals specifically permitted under the rules of the PASHRC and applicable law.
- G. Applicant understands that PNRC may televise or authorize the televising of certain horse races to be shown on television and to conduct pari-mutuel wagering in accordance with state and federal law, and Applicant hereby grants permission for filming and broadcasting races.
- H. Applicant understands that he/she must apply for any additional stall space for a claimed horse prior to deposit of claim slip AND prior to finalization of any claim, sale or transfer. The purchase or transfer of any horse on the grounds of PNRC, whether by private sale, claiming or public auction, requires the new owner/trainer to apply for stalls for such horse or horses and to sign a PNRC Stall Application and Privilege Agreement. Applicant understands that, even with prior notice, availability of stall space is not ~~guaranteed~~.
- I. All new horses, including changes of horses on original Stall Application and Privilege Agreement, must have an "O.K. Slip" issued by the Racing Secretary in advance of occupancy of stalls. **NO EXCEPTIONS.**
- J. Horses leaving or entering PNRC property for any reason must be signed in and out (including identification of horse(s) and trainer(s)) on the master log at the gate for each exit and entry.
- K. PNRC may check horse(s) by tattoo number if there is any doubt horse(s) are not the ones that have been approved. Unapproved horse(s) must be removed from the property immediately.
- L. Applicant will cooperate with the Racing Secretary and the Stall Superintendent in the moving of horses for consolidation purposes on the backside in order to utilize the stabling facilities to the fullest extent.
- M. Stalls are assigned only to Applicant and are not transferable. When not used by the Applicant, they may be reassigned at the discretion of, and only by the Racing Associations.
- N. Applicant shall not be permitted to use stall space for a pony unless Applicant is stabling at least eight (8) horses at PNRC.
- O. In consideration of the allocation by PNRC to Applicant of stall accommodations, including but not limited to use of hot and cold water and other utilities, Applicant accepts and agrees to be bound by the conditions and policies of racing at PNRC. The privilege of stabling accommodations shall be revocable at any time by PNRC in its sole discretion. There is no landlord-tenant relationship between Applicant and PNRC. Applicant agrees to vacate all stabling accommodations and remove all horses, equipment and personnel from the premises of PNRC within 48 hours after being notified in writing to do so.
- P. PNRC reserves the unilateral right to refuse any entry in any race for any reason.
- Q. No horse shall be allowed to start a race unless a Jockey Club registration certificate is on file in the office of the Horse Identifier and unless the horse has been lip tattooed.
- R. No electrical wiring, heating or lighting apparatus shall be installed in any stabling accommodation without the prior written approval of PNRC. Should fire regulators or PNRC require any alteration to electrical wiring, heating or lighting apparatus installed by Applicant or his contractors, agent or employee, Applicant agrees to make and pay for such alterations as directed.
- S. Applicant will not mutilate or in any way damage the stabling accommodations allotted to Applicant and will be responsible for all damages to such accommodations while they are allotted to Applicant. Applicant will not make or permit to be made any structural changes to stabling accommodations. Applicant further agrees to keep such stable accommodations in good and clean conditions, to conserve use of all water and to promptly deposit the manure and litter where directed by PNRC.
- T. Possession and custody of horses stabled at PNRC is vested solely in the Applicant, who remains responsible for all horses under his care. No relationship of bailor-bailee exists between PNRC and any Applicant, owner or trainer.
- U. No areas within the backstretch area are "private." PNRC and its agents have the unilateral right to conduct a search of any part of the backstretch area, including all personal property and effects stored on the property. PNRC has the authority to seize any article within such areas which may be forbidden or is in violation of the rules and regulations of the PASHRC, the PNRC Horsemen's Guide, or this Stall Application and Privilege Agreement.
- V. Applicant acknowledges that PASHRC regulations require owners and trainers to be licensed before they start a horse.
- W. All first-time starters must have at least (3) three published works, including a published gate workout within 45 days of start. All 3 works must be published prior to entry. First time starters must present an "OK to Start Card" to the paddock judge in order to run. Horses which have not started for (6) months or more must have at least (3) three published works within 90 days of the race, one published within 30 days of the race. One work may be after the date of entry but prior to the race. Also, an "OK to Start" (6 month) card dated within 30 days of the race must be presented to the Paddock Judge prior to the race. All late works must be received by the stewards, (1) one hour prior to the published post time for the first race.
- X. All Applicants, owners, trainers, and their employees and agents are required to comply with all applicable federal, state and local laws and regulations. This Stall Application and Privilege Agreement are governed by the laws of the Commonwealth of Pennsylvania.
- Y. This Stall Application and Privilege Agreement contains the entire understanding and agreement between Applicant and PNRC/Racing Associations with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements with respect to such subject matter.

In consideration of the privilege of participating at PNRC and receiving an allocation of stalls, I (we) hereby release and agree to hold harmless PNRC, the Racing Associations and their landlord from any loss, damage or liability arising from any occurrence or accident in which I (we), my (our) property or employees (including exercise riders, jockeys, grooms, trainers, myself or invitees) may become involved on or away from the premises. Applicant acknowledges and accepts that any injuries occurring as a party of any activities associated with training or racing or any other equine related activities on PNRC grounds are part of the risk of the occupation and PNRC bears no responsibility or liability for injuries or casualties arising therefrom.

This Application does not become effective until signed on behalf of PNRC by its Racing Secretary or designee and PNRC may reject this Application for any reason.

Date _____

Applicant's Signature _____

Print name: _____

Stall Application Accepted:

PNRC _____