

# STALL APPLICATION 2009 MEETING

**APPLICATIONS CLOSE WEDNESDAY, June 10**

(DO NOT LIST OVER 50 HORSES)



2009 MEETING – July 22-Sept. 9

P.O. Box 700, Del Mar, CA 92014-0700 • (800) 874-8443 • Fax (858) 794-1049

Primary consideration for approval of all first-time starters or horses without recent racing records (three-year-olds and upward) will be given to such horses with significant workout patterns by June 10, indicating fitness to run in the first two weeks of the meeting. Stall approvals will be mailed July 6, with all two-year-olds and maidens approved on the basis of a balanced stable.

### ELIGIBILITY RULES

For three-year-olds and up which have broken their maiden:

1) Any horse which has started for \$6,500 or less and has not won for \$8,000 or more in 2008-2009 or has not finished second, third, fourth or fifth for \$8,000 or more since running for \$6,500 or less is not eligible.

Eligibility for maidens which have started in a maiden claiming race for \$32,000 or less:

1) A maiden which has started in a maiden race of \$16,000 or less will not be eligible, unless, after such start, that horse finishes 2nd, 3rd or 4th in a race for \$22,500 or greater.

2) A maiden which has started in a maiden race for a value of \$32,000 or less but greater than \$16,000 at ANYTIME, and has not finished 2nd, 3rd, 4th or 5th in a maiden race greater than \$18,000 within its last four starts will not be eligible. Maiden special races and any winners race of \$12,500-\$10,500 or higher will be disregarded when applying this rule, unless the horse places 2nd, 3rd, 4th or 5th. A horse must start in at least four maiden claiming races for this rule to apply.

Once a horse has started at Del Mar, it may not lose eligibility during the meeting. However, any eligible horse which leaves during the meeting and races elsewhere must again satisfy the original eligibility requirements before being approved to return.

DO NOT WRITE IN THIS COLUMN	NAME OF HORSE <i>(List dam if unnamed)</i>	MAIDEN	SEX	YEAR FOALED	LATEST START/ WORKOUT	DATE EXPECTED TO START	OWNER <i>(All bonafide owners must be named)</i>
	1						
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
	11						
	12						
	13						
	14						
	15						

**ALL INFORMATION, INCLUDING THE LATEST START, MUST BE FILLED OUT COMPLETELY.  
MUST BE SIGNED ON REVERSE SIDE. BE SURE TO INDICATE NON-STARTERS OR LATEST START, DATE AND TRACK**

- Please give present stabling and all information possible on horses appearing on this application that do not have recent racing records or are not in training at a current race meeting.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I wish to remain stabled at: Santa Anita/Hollywood Park  Fairplex  or San Luis Rey Downs   
during the Del Mar meeting. SEE OTHER SIDE

Horses to be trained by: \_\_\_\_\_  
(SIGNATURE REQUIRED/SEE REVERSE SIDE)

Trainer's Mailing Address \_\_\_\_\_  
TO WHICH NOTIFICATION MAY BE SENT

\_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

e-mail address \_\_\_\_\_

## UNIFORM STALL APPLICATION

### CONDITIONS APPLICABLE TO OCCUPATION OF STALL SPACE AT CALIFORNIA RACING ASSOCIATIONS

The undersigned Trainer ("Applicant") hereby agrees to each of the following terms and conditions in consideration for and as a condition of the granting of permission by the Racing Association designated on the reverse side of this application ("Track") for the stabling of horses being trained by the undersigned at Track, or at any approved auxiliary training facility, during the race meeting identified on the face of this application (the "Race Meet"):

1. Track reserves the right without notice to the Applicant, (a) to refuse this application for stable space in whole or in part, or (b) to refuse the entry or the acceptance of any entry in any race or (c) to refuse the transfer of an entry for any cause, so long as said refusal is not in violation of the terms of the race meet agreements with either the Thoroughbred Owners of California or California Thoroughbred Trainers.
2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races. Allocations of stall space are made only with the agreement of Applicant that Track reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter, or change the physical condition or use of its facilities; that the permission granted to Applicant to use Track's facilities is solely for the purpose incidental to racing, does not constitute a lease of the facilities and Track maintains the sole interest in and exclusive control of its premises and facilities; and the Track reserves to itself the exclusive right and sole discretion to reduce or totally eliminate the number of stalls or other accommodations assigned and/or change the location of stall or accommodations assigned to Applicant.
3. After submitting this application for stalls, the undersigned shall notify Track immediately of any change in stall requirements and, if stalls have been allocated, of any shipping schedules or change in shipping arrangements.
4. Applicant has inspected the stalls and other accommodations at Track, or if applicable at any approved auxiliary training facility, and agrees to accept any stalls or accommodations assigned pursuant to this application in an "as is" condition. Applicant understands that Track makes no representation or warranty as to the condition or use of stalls and other accommodations assigned.
5. Applicant agrees to remove his horses and/or those in his possession, charge, or control together with all personal property belonging to him or of which he has possession, charge or control from Track forthwith upon the expiration of seventy-two (72) hours after Track has given notice in writing to vacate the stabling accommodation, which notice may be given in the absolute discretion of Track without any reason or cause existing or being stated or given; any such notice or any other given hereunder shall be sufficiently given by posting up such notice on some portion of the stabling accommodation allotted to him and such notice shall be deemed to be given at the time when the same is posted up. The Applicant understands that his employees shall leave Track, forthwith upon the expiration of seventy-two (72) hours after notice has been given as aforesaid. Applicant agrees that if upon the expiration of the said seventy-two (72) hours notice hereinbefore mentioned, any horse or horses or personal property belonging to him or in his possession, charge or control, have not been removed from Track, Track shall be entitled to remove the same from Track without further notice to a suitable location at Applicant's expense and Track shall in no event be responsible for any such horse or horses removed as aforesaid. Applicant agrees that in the event of the horses being stabled elsewhere at his expense as aforesaid that the person, firm or corporation stabling the horses or paying for the stabling of same shall have all the rights as provided by law.
6. The undersigned Applicant represents that Applicant is familiar with and has read the Rules of Racing and Regulations of the California Horse Racing Board, and all conditions applicable to the Race Meet, as well as the rules and regulations of Track, and agrees to be bound by and to comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules and regulations of the California Horse Racing Board and Track and in this application contained. Applicant represents that the owners of all horses listed on the reverse of this application have authorized Applicant to sign this application and have agreed that their horses being trained by Applicant will be bound thereby. All references herein to Applicant or to Applicant's horses, equipment, agents or employees, shall include said owners and their horses, equipment, agents and employees.
7. The Stewards of the Race Meet or the California Horse Racing Board shall decide all disputes, claims and objections relating to the conduct of racing, or with respect to interpretation of any rules or conditions of racing or otherwise. Subject to all legal rights of appeal. Applicant agrees to accept and abide by all decisions of such officials pertaining to the presence or conduct of themselves or of their agents and employees on the premises of Track.
8. In all stakes, entries may be made only through the entry box by the usual time of closing of entries, on the day before the race, or at other times when the conditions for the race specifically so state.
9. Subject to any required approval of the TOC, Track reserves the right to cancel any stakes or other race, which has not filled without liability to any person, except for the return of nomination and entrance fees, paid. Track reserves the right to divide the added money for any stakes that is run in more than one division.
10. Horses claimed by, or transferred or sold to, any person or stable which is not registered for racing at Track must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred or sold unless their continued presence is approved by the racing association then conducting racing at Track.
11. Track will in no event be considered to have responsibility for the care, custody or control of horses kept at Track or elsewhere. Applicant assumes full responsibility for the safety and well-being of all horses stabled by Applicant at Track, and agrees to take all reasonable measures for the protection of such horses, including providing adequate supervision for such animals while on the premises, hiring competent personnel to care for such animals at all times, cleaning and maintaining stalls assigned pursuant to this application and removing any hazardous condition from such stalls which is known to Applicant or Applicant's employees, or if Applicant believes that such condition should be remedied by Track, promptly calling to the attention of Track in writing, any such hazardous conditions. Applicant further agrees to properly supervise all Applicant's employ-ees, agents, their express invitees, and other persons known to them to be in the area assigned to them pursuant to this application, and hereby acknowledges that they are responsible for the conduct of their employees, agents and express invitees, and that Track has no obligation to remedy any condition on the Track premises which may be caused by the negligence of or willful conduct of any such employees, agents or express invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition.
12. The Applicant understands that there may be numerous hazards and risks of injury to Applicant, and Applicant's agents, owners, or employees, upon the Track premises at Applicant's invitation and to their property, which hazards, and risks inherently incidental to accepting stalls at, practicing for, and participating in thoroughbred horse racing at Track.
13. Applicant shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to Track. Applicant shall pay his/her stable personnel at wage rates conforming to applicable laws. Applicant's stable personnel shall continue to be covered under the prevailing and applicable statutory employee benefit programs such as Worker's Compensation, Disability, Unemployment, Social Security and the like. Applicant shall comply with the Fair Employment Practices Act and shall not discriminate by reason of race, color, creed, national origin or sex in hiring employees. Applicant acknowledges that his/her stable personnel are employees of the Applicant and that no employment relationship exists between such stable personnel and Track.
14. In making this application to participate in thoroughbred racing, Applicant understands that an investigative report may be made whereby information is obtained by Track through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom he is acquainted. This inquiry may include information as to his/her character, general reputation, personal characteristics and mode of living, which may be applicable. Applicant has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.
15. Each party to this stall application shall be liable for its own acts and omissions as well as those of its agents, employees and express invitees to the same extent as would be provided at law without such provision.
16. Applicant agrees to indemnify and hold harmless Track and its affiliates against any and all claims, liabilities, losses, costs, damages and attorneys' fees incurred by reason of the negligence of Applicant or Applicant's agents, employees and invitees, or resulting from Applicant or Applicant's agents, employees and invitees, violation of this agreement, including, but not limited to, violation of the rules and regulations of the CHRB and Track and violation of city and county fire, health or law enforcement, ordinances, rules and regulations. Applicant's indemnity shall not extend to liabilities, claims, losses, damages or attorneys' fees arising out of the negligence or willful acts or omission of Track or its respective agents or employees.
17. If horses accepted for racing at Track are assigned to an approved auxiliary training facility, then the provisions of this application shall also apply to such other facility.
18. Applicant agrees to be responsible for any damages to rooms assigned to Applicant caused by Applicant or Applicant's employees, agents and invitees. In the event such damage is repaired by Track, the cost of such repairs shall be charged to the Applicant.
19. Emergency Action Plan: Applicant shall be responsible for complying with all OSHA regulations as they pertain to Applicant's employees. Track is not responsible for training or accounting for any employees other than its own during an emergency. Copies of the Track Emergency Action Plan are available in the Operations office upon request.
20. The granting of stalls and other accommodations pursuant to this application in whole or in part shall not constitute a lease of space but a revocable license only and may be revoked at any time by Track in its absolute discretion.
21. The undersigned Applicant acknowledges that each additional starter in a race is projected to produce an increase in mutual handle, which, in turn projected to increase purse revenues. Applicant understands that he/she is expected to average at least one (1) start per month for each stall allotted during the race meet covered by this application.
22. Track is entitled to perform physiological tests consisting of the taking of blood samples from owners' horses entered into races to be conducted at the Race Meet. Such samples will be tested for bicarbonate levels. Trainers of horses showing a total carbon dioxide per liter of plasma in excess of the level specified in the Race Meet Agreement(s) between the Track and the Thoroughbred Owners of California or California Thoroughbred Trainers shall be subject to the disciplinary measures specified in such Agreement.
23. **In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees and affiliates have no expectation of privacy with respect to stalls and living quarters and appurtenant facilities provided by Track. Track specially reserves the right to conduct searches of stall areas, offices, tack rooms, and other living quarters assigned to Applicant at any time and without notice and to conduct supplemental testing of horses in training or competition, and Applicant hereby consents to such actions. Track may, in its discretion, establish rules, regulations, testing and security procedures that may limit or eliminate Applicant's ability to participate in racing or training activities at Track or any auxiliary training facility, subject only to the agreement(s) of the Thoroughbred Owners of California and the California Thoroughbred Trainers. Any such rules, regulations or procedures shall be in addition to and shall not supplant or be supplanted by rules and regulations of the California Horse Racing Board or the testing specified in Paragraph 22.**

#### To Request a Duplicate Sample

- Trainer must pick up Duplicate Sample Request form in the Racing Office
- Trainer must complete Duplicate Sample Request form and deliver the request to the Receiving Barn no later than 10:00 a.m. the day of the race
- Trainer must submit two (2) checks with the Duplicate Sample Request:
  - One check in the amount of \$100 to the chosen laboratory.
  - One check in the amount of \$65 to the CHRB for shipping and handling.
- A separate form must be submitted for each horse requesting a duplicate sample.

THIS IS NOT A LEASE OF ANY SPACE BUT IS MERELY A REVOCABLE LICENSE OR PERMIT ON THE TERMS OUTLINED

TRAINER'S SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

Worker's Compensation Insurance Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

Date of Expiration \_\_\_\_\_

Address of Carrier \_\_\_\_\_