

**STALL APPLICATIONS CLOSE
MONDAY, MAY 25, 2020
FOR THE 2020 DEL MAR SUMMER SEASON**



**DEL MAR SUMMER SEASON
PHONE (858) 792 - 4230**

RETURN APPLICATIONS TO:
**Attn: RACING OFFICE
DEL MAR THOROUGHBRED CLUB
P. O. BOX 700, DEL MAR, CA 92014
EMAIL DAVID@DMTC.COM FAX (858) 794-1049**

ELIGIBILITY RULES

FOR THREE-YEAR-OLDS AND UP WHICH HAVE BROKEN THEIR MAIDEN:

- Any winner which has started for less than claiming \$5,000 must finish first, second, or third for claiming \$5,000 or more since.

FOR MAIDEN:

- Maidens which have started in a maiden race for less than \$12,500 will not be eligible, unless, after such start, that horse finishes 2nd, 3rd, 4th in a race for \$12,500 or greater.
- Maidens over six-years-old are not eligible and will not be allowed to stable at Del Mar or any approved training facility.

ADDITIONAL RULES:

- Any owner or trainer who directly or indirectly participates in the transport of a horse from Del Mar to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stable at Del Mar, or other off-track stabling facility over which Del Mar exercises any control or indirectly funds.
- Any thoroughbred claimed may not race out of state without approval of the Racing Secretary until the conclusion of the meet or 45 days, whichever period is longer; unless such horse is to run in a stakes race.

ALL INFORMATION MUST BE FILLED OUT COMPLETELY

DO NOT WRITE IN THIS SPACE	NAME OF HORSE (IF UNNAMED, LIST DAM)	MDN ✓	SEX	AGE	ALW	CLAIMING PRICE	OWNER
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

You must indicate your stabling preference by using the number 1 for your **FIRST CHOICE** and numbers 2 and 3 for your other choices, in order of preference. DMTC stable area opens June 26th.

_____ DEL MAR _____ LOS ALAMITOS _____ SAN LUIS REY TRAINING CTR

Comments _____

CHECK BOX IF YOU PLAN TO SPLIT YOUR STABLE CHECK BOX TO REQUEST WALKING MACHINE.

Trainer _____

Cell Phone _____

E-mail Address _____

TO WHICH NOTIFICATION MAY BE SENT

Must be signed by trainer on reverse side.

DEL MAR THOROUGHBRED CLUB STALL APPLICATION CONDITIONS APPLICABLE TO OCCUPATION OF STALL SPACE AT DEL MAR RACE TRACK

The undersigned trainer applicant (Applicant) hereby agrees to each of the following terms and conditions in consideration for permission of Del Mar Thoroughbred Club, Incorporated (DMTC or Track) for the stabling of horses being trained by the undersigned at Del Mar Race Track during the race meeting identified on the face of this application:

1. The decision to grant or deny this application is at the sole discretion of DMTC, and DMTC 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. DMTC's decision to exercise its rights under (a), (b), or (c) shall not be made in an arbitrary or capricious manner. If applicant believes DMTC has exercised its rights under (a), (b), or (c) of this Section in an arbitrary or capricious manner, then applicant may submit a claim to CTT for investigation. If CTT believes applicant's claim has merit, CTT shall be entitled to present to the Horsemen-Management Committee the factual basis for CTT's belief that DMTC has acted arbitrarily and capriciously in refusing trainer's Stall Application. Notwithstanding the foregoing, the final decision shall be made by DMTC. For purposes of clarity, a decision by DMTC shall not be considered arbitrary and capricious if it is supported by any rational business reason.
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.
3. After submission of this application for stalls, Applicant shall notify DMTC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.
4. Applicant has inspected the stalls at Del Mar Race Track and is familiar herewith and agrees to accept any stalls assigned pursuant to this application. Such stall shall be made available to Applicant in an appropriate condition for stabling.
5. Applicant agrees to vacate any stalls assigned at Del Mar Race Track and to remove all horses, equipment and personnel from the premises of Del Mar Race Track within three (3) days after being requested to do so. However, DMTC's decision to exercise its rights under this section shall not be made in an arbitrary or capricious manner. Additionally, in the event DMTC exercises its rights under this Section, CTT may ask for review of the decision before the Horsemen/Management Committee. Notwithstanding the foregoing, the final decision shall be made by DMTC.
6. Applicant represents that he/she has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board, all conditions applicable to the racing meet identified on the face of this application, and the rules of DMTC which shall be published from time to time in the condition book(s), and agrees to be bound by and comply with the same. Applicant understands that the California Horse Racing Board may be represented by the Board of Stewards who have the authority, under the racing rules, to issue orders concerning Applicant. 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 DMTC. Applicant represents that he/she is duly authorized to represent the owners of the horses listed on this Stall Application. 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. Applicant shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to DMTC.
8. All disputes, claims and objections arising out of racing, or with respect to interpretation of any rules or conditions of racing or otherwise, shall be decided by the Stewards of the meeting or the California Horse Racing Board. Subject to all legal rights of appeal, Applicant agrees to accept and abide by all decisions of such officials.
9. In all stakes, acceptances may be made only through the entry box at 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.

10. DMTC reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. DMTC reserves the right to divide the added money for any stake which is run in more than one division.
11. Horses claimed by, or transferred or sold to, any person or stable which is not registered for racing at Del Mar Race Track must be removed from the grounds within twenty-four hours after they are claimed, transferred or sold unless their continued presence is approved by DMTC.
12. DMTC will, notwithstanding the coverage provided by the General Liability, Fire and Disaster Insurance in the accompanying RMA, in no event be considered to have responsibility for the care, custody or control of horses kept at DMTC while in assigned stalls or on the training track or any racing surface, or elsewhere. Applicant assumes full responsibility for the safety and well-being of all horses stabled by them at DMTC, 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 take 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 their employees, or if applicant believes that such condition should be remedied by DMTC, promptly calling to the attention of DMTC in writing, any such hazardous condition. Applicant further agrees to properly supervise all their employees, 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 DMTC 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. Applicant agrees to be responsible and pay DMTC for any damage to tack rooms assigned to Applicant caused by Applicant, Applicant's employees, agents of invitees. DMTC shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Applicant or Applicant's employee or agent shall notify DMTC if the smoke detector battery is low and needs to be replaced. DMTC shall be responsible for making all necessary repairs for replacements to said smoke detectors. DMTC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.
13. Applicant assumes all risks related to participating in thoroughbred horse racing at Del Mar Race Track not otherwise covered under the Fire, Disaster and General Liability Insurance section in the Race Meet Agreement.
14. Each party to this stall application shall be liable for its own acts and omissions as well as those of its agents and employees to the same extent as would be provided at law without such provision. Applicant shall not directly or indirectly participate in the transport of any horse from Del Mar to either a slaughterhouse or an auction house engaged in selling horses for slaughter.
15. Stalls occupied by horses shall not be padlocked at any time. Tack room must not be locked when occupied. Applicant or one of their employees shall have a presence in the barn at all times that there are one or more horses in the barn. DMTC may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. DMTC agrees to notify CTT within 24 hours of any such entries.
16. In making this application for stalls or to otherwise participate in thoroughbred racing, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.
17. Applicant's stable personnel shall continue to be covered under the prevailing

and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security and the like. The Applicant acknowledges that his/her stable personnel are employees of the Applicant and that no employment relationship exists between such stable personnel and DMTC. Applicant agrees to indemnify and hold harmless DMTC and its affiliates against any and all claims, liabilities, costs, losses, damages and attorneys' fees incurred by reason of the negligence of Applicant or his/her agents, employees and invitees, or arising out of any failure to comply with applicable law.

18. In agreeing to a mutual indemnification, Applicant and DMTC each agrees to indemnify and hold harmless, the other and its affiliates against any and all claims, liabilities, losses, costs, damages and attorneys' fees incurred by reason of the negligence of the other or such other's, agents, employees and invitees conduct, or resulting from such other's agents, employees and invitees, violation of this agreement, including, but not limited to, violation of the rules and regulations of the CHRB or violation of city and county fire, health or law enforcement, ordinances, rules and regulations.

19. A public or private auction of a horse shall not be noticed, advertised nor conducted on the grounds unless written consent is first obtained from DMTC, which consent will not be unreasonably withheld if in the sole judgment of DMTC the Seller has taken reasonable steps to insure the safety of the public, patrons and backside personnel and the auction does not interfere with the orderly course of racing, training or the business of DMTC.

20. Applicant shall be responsible for complying with all OSHA regulations as they may pertain to applicant's employees. DMTC shall provide to each Applicant a copy of its Track Emergency Action Plan.

21. Every horse within the enclosure and every horse at a DMTC auxiliary training facility is subject to out-of-competition testing (OOCT) by DMTC veterinary professionals and no owner, trainer or other person having the care of a horse shall refuse to submit such for testing.

22. If horses accepted for racing at Del Mar Race Track are assigned to another training facility, then the provisions of this application shall also apply to such other facility.

23. Track and Applicant each acknowledge that each additional starter in a race is projected to increase mutuel handle, which is in turn projected to increase purse revenues. Applicant therefore acknowledges and agrees that continuing entry of horses granted stalls is essential to the success of race meeting.

In the event that Track grants this Stall Application and assigns stall(s) to Applicant, PLEASE TAKE FURTHER NOTICE of the following:

24. 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, representatives, stable personnel and affiliates have no expectation of privacy with respect to stalls and appurtenant facilities provided by Track, other than living quarters. Track specifically reserves the right to at any time conduct searches of all stall areas, including offices, and tack rooms assigned to Applicant. Track may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of horses.

25. COVID-19 Protocols and Procedures. Notwithstanding anything hereinabove to the contrary, DMTC shall have the right in its sole discretion to refuse to permit Applicant, or any employee, representative, stable personnel or affiliate of Applicant, from entering the Track premises or auxiliary facilities and/or expel any person from the said premises for failing to comply with any protocol, procedure or instruction of DMTC or any federal, state or local authority regarding the coronavirus and/or COVID-19.

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

*** EACH APPLICATION MUST BE SIGNED SEPARATELY**

TRAINER'S SIGNATURE* _____

Workers' Compensation Insurance Carrier _____ Policy Number _____ Date of Expiration _____

Address of Carrier _____

DATE _____