



2009-10 STALL APPLICATION

Winter/Spring Meet

November 29 – April 1

PO Box 8
 Florence, KY 41022
 (800) 815-2806 or (859) 647-4705
 Fax: (859) 647-4739

APPLICATIONS ARE DUE SATURDAY, OCTOBER 17, 2009

Name _____

Permanent address _____

Current address _____

Barn phone () _____

Home phone () _____

Mobile phone () _____

	Name of Horse (Please print)	Sex	Age	Class	Distance Preferred	Date & Track of Last Start (must be supplied)	Name of Owner	Complete Permanent Address
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

NO DOGS ALLOWED.
 Please send past performances on all horses.
 Application must be complete and signed on the reverse side.

Only straw bedding is permitted; no sawdust or shavings permitted.

STALL APPLICATIONS WILL NOT BE ACCEPTED WITHOUT COPIES OF AN INSURANCE CERTIFICATE EVIDENCING WORKERS' COMPENSATION COVERAGE AND GENERAL LIABILITY INSURANCE.

NO STABLING FOR TWO YEAR OLDS PRIOR TO MARCH 1, 2010, WITHOUT PERMISSION FROM THE RACING SECRETARY.

Current negative Coggins and health certificate or copy thereof must be presented at stable gate before horses will be permitted to unload. Furthermore, all horses must have an equine herpes inoculation dated 14 days prior to shipping and no older than 120 days.

TURFWAY PARK LLC: Conditions to stabling, entry in races, release and indemnification agreement

By executing this application for the revocable grant of stall space by Turfway Park LLC (Turfway), and/or accepting a grant of stall space, the undersigned (Trainer) agrees on behalf of himself and as agent for each of the Owners listed on the reverse side hereof, as follows:

A valid signature on this document indicates that the undersigned hereby agrees to the following terms and conditions in consideration of the permission of Turfway Park LLC (Turfway) for the stabling and/or training of horses.

The conditions for Stall Allocations and access to the grounds for training must be abided by as follows:

- Rules and Regulations.** The undersigned will abide by all rules and regulations of Turfway including, without limitation, House Rules, relating to "Milkshake" testing or other rules, and the Kentucky Horse Racing Commission (KHRC), at any time adopted or as they may be amended. Trainers and Owners shall be responsible for obtaining and becoming familiar with such rules and regulations.
- Stall and Tack Room Rent.** Stalls and tack rooms shall be assigned rent-free. However, Turfway reserves the right to impose a rental charge at any time with thirty (30) days notice as long as such rental charge is not in conflict with any existing contract or statute.
- Allocations.** Allocations of all stall space are made only with the agreement of Trainer that Turfway reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use of any of its facilities; that the permission granted herein to Trainer to use Turfway's facilities is solely for purposes incidental to racing, does not constitute a lease of such facilities and Turfway maintains the sole interest in and exclusive control of its premises and facilities; and that Turfway reserves to itself the exclusive right and sole discretion to reduce or totally eliminate the number of stall assigned and/or change the location of stalls assigned to the Trainer.
- Revocation.** Trainer agrees that the license granted herein to enter on Turfway grounds and to use Turfway facilities is subject to revocation, with or without cause, and in the sole and exclusive discretion of Turfway. The undersigned will vacate stalls and move all horses, equipment and personnel, upon request from Turfway property within a reasonable time. A violation of the rules or regulations of the KHRC or the conditions, rules and regulations of Turfway or the creation, in whole or in part, by Trainer of any condition that may interfere with the safe and efficient operation of its business by Turfway or the termination of the Trainer's agency relationship with the Owner(s) listed on the Stall Application, shall, in each case, subject this license to immediate revocation exercised at Turfway's sole and exclusive discretion, without any prior notice.
- Medication Compliance.** The parties agree that all horses on Turfway grounds may, at Turfway's discretion and direction, be subject to inspection, which may include, at Turfway's discretion, the taking of blood, urine, saliva, or other specimen, which may be tested by Turfway or its designees for the purpose of ensuring compliance with medication rules applicable in Kentucky and/or for purposes of ensuring the integrity of racing.
- Search and Seizure.** The undersigned expressly grants to Turfway the right, without prior notice, to search the person, or to order and search the stall area, rooms, lockers, vehicles and automobiles and any other area of the Turfway premises occupied by undersigned, whether locked or unlocked, and to seize any illegal or unauthorized drugs, medication, mechanical devices, or other prohibited, unsafe or cruel items.

HORSES STABLED AT TURFWAY PARK ARE EXPECTED TO RACE SOLELY AT TURFWAY PARK (EXCEPT THOSE RECEIVING PERMISSION FROM THE RACING SECRETARY).

WALKING MACHINES MUST BE APPROVED BY THE STALL SUPERINTENDENT.

TRAINERS ARE RESPONSIBLE FOR TACK AND DORM ROOMS ASSIGNED TO THEM.

To be signed by Owner / Trainer

THE UNDERSIGNED OWNER/TRAINER HEREBY CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS, AND IF SIGNED BY THE TRAINER, TRAINER HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) SO LISTED HEREON. HE HAS VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.

HORSES SHIPPED TO TURFWAY WITHOUT APPROVAL WILL NOT BE UNLOADED. IF ALLOCATED STALLS, THERE WILL BE NO SUBSTITUTION OF HORSES WITHOUT THE CONSENT OF THE RACING SECRETARY.

Dated this _____ day of _____ 20_____

To be signed by Owner / Trainer _____

7. **Intellectual Property.** Turfway reserves to itself the exclusive right to produce, exhibit, use or dispose of motion pictures, television programs or other images or authorize or license others to make, exhibit, use or dispose motion pictures, television programs or other images of horse races and related events and the names of owners, trainers, or horses involved in events, or activities, occurring prior to, during and subsequent to the running of races on Turfway premises. In receiving permission to use the Turfway premises, or in making an entry in or participating in any race on the Turfway premises, the undersigned on his behalf and as agent of the Owner hereby grants consent to be photographed and to have the Owner's horses photographed in any motion picture, television program or other image without remuneration to the undersigned or to the Owner and hereby grants Turfway permission to use and exhibit such motion pictures, television and other images and names for advertising purposes, purposes of the trade or other use as Turfway shall determine in its sole and exclusive discretion.

8. **Release and Indemnification.** All KHRC licensees, including but not limited to Turfway, owners, trainers jockeys, exercise riders and grooms ("Licensees"), participating in stabling, racing, training and related activities at Turfway recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training and related activities at Turfway, **all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for (i) ordinary negligence which causes or contributes to loss, loss of use, injury or damage to horses while on the premises of Turfway** owned or controlled by Turfway, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of Turfway, or any other cause. Except as provided above, all Licensees participating in racing, training, and related activities at Turfway shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and the KHRC regulation ("KHRC Regulations") and shall be binding upon Trainer, his successors or assignees. For purposes of this Agreement, Turfway shall mean and include Turfway and its officers, members, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the KHRC Regulations, the KHRC Regulations shall control. Further, these provisions will be deemed to be amended to the extent of, and to be in compliance with, any amendment to the KHRC Regulations.

9. **Notification.** After submitting the Stall Application, the undersigned agrees to notify Turfway of any changes in stall requirements. After confirmation of stall allocations, the undersigned agrees to notify Turfway immediately of any major changes in shipping plans.

10. **Coggins/Health Certificate.** Prior to admission to Turfway facilities, all horses must have a negative Coggins test dated less than one year prior to date of arrival. This certificate must accompany the health certificate on arrival to Turfway.

11. **Insurance.** Trainer shall, prior to admission to Turfway's facilities, deliver to Turfway a certificate(s) evidencing proof of insurance coverage in minimum amounts as follows:

- General liability** – \$1,000,000 per occurrence / \$2,000,000 aggregate, and
- Workers' Compensation Insurance** for all employee personnel in accordance with the statutory requirements of the Commonwealth of Kentucky. If the Trainer does not have any employees he will provide a statement in writing to that effect.

Responsibility for the maintenance of appropriate horse mortality insurance rests with the Trainer and/or Owner, as the case may be. Consultation with a competent insurance adviser is strongly recommended. Failure to maintain adequate insurance may subject Trainer and Owner to multiple and substantial risks, including being excluded from Turfway premises. All certificates shall provide that Turfway shall receive at least thirty (30) days advance notice by the insurer of any cancellation or material change in coverage and shall name Turfway Park LLC as an additional insured under the policies.

12. **Investigation Report.** In making this application for stalls or to otherwise participate in Thoroughbred racing, it is understood that an investigation report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are associated. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, which may be applicable. You have 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.

13. **Cancellation of Races.** Turfway reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability, except for the return of fees as required by the KHRC Regulations. Nominations or the making of any entry to any of the Races is received with the understanding that Turfway reserves the right to refuse, cancel, or revoke any nomination or entry or the transfer thereof for any reason without notice.

14. **Stabling and Training Rules.** Training on the Turfway track will be allowed only at such times, if any, and only in accordance with any instructions and directions regarding training activities as may be determined by Turfway. Applications for stall allocations are received only with the understanding that Turfway reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer.

15. **Miscellaneous.** This agreement will be effective with regard to Trainer's stabling during and/or participation in the race meet specified herein, and Trainer's participation in any and all other race meetings and related activities or the non-seasonal use by Trainer of stall space. For purposes of this agreement, whenever the word "Trainer" is used herein, it shall include the Trainer (and if Trainer is an agent/assistant to any Trainer, the principal for whom he is agent), all Owners(s) of horses controlled by Trainer, and their heirs, representatives, successors, next of kin and assigns; provided, however, that the rights and benefits of the Trainer under this agreement are personal and no such right or benefit will be subject to voluntary or involuntary alienation, assignment or transfer. Trainer covenants that the Owners(s) have agreed to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request by Turfway. Trainer will indemnify and hold Turfway harmless from and against any claim or cause of action (including any expense incurred therewith, including reasonable attorneys' and other fees) that may be asserted by or on behalf of any person, which is inconsistent with the release and indemnification provisions set forth in the foregoing paragraphs. References to "he" in this agreement shall apply equally to members of the male or female gender. This agreement will be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

16. **STALLS MAY NOT BE SUBLET WITHOUT PRIOR WRITTEN CONSENT OF TURFWAY OFFICIALS.** In addition, no vacant stalls under lease may be used in order to allow horses to ship in for daily workouts.

SPECIAL NOTICE

All applications received by Turfway Park must be accompanied by a current past performance attached for each horse. Applications **MUST** be received by the published stall application deadline or no consideration will be given.

The following horses will not be eligible for STALL SPACE:

- Any horse which has started for a claiming price of \$4,000 or less or has not finished first, second, or third for a claiming price of \$4,000 or less, in their next 3 starts, since last starting for \$4,000 or less.
- Any maiden which has started for a claiming price of less than \$5,000.

STALL APPLICATIONS WILL NOT BE PROCESSED WITHOUT CURRENT PAST PERFORMANCES.

Richard S. Leigh, Racing Secretary

DO NOT SHIP TO TURFWAY PARK UNTIL NOTIFIED THAT STALL RESERVATIONS HAVE BEEN ALLOTTED.