

STALL APPLICATION

2022 MEETING

APPLICATIONS CLOSE - JULY 8

Sonoma County FAIR

1350 Bennett Valley Road, Santa Rosa, CA 95404
(707) 545-4200 • Fax (707) 573-9342



Do not ship horses until you have been allotted stalls. Out of state horsemen applying for stalls must have record of current Coggins. Application must be signed. Contact Randy Malmgren, Stable Superintendent prior to shipping at (916) 765-2845

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 the auxiliary tracks during the Sonoma County Fair meeting

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"):

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 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 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. 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, is in turn projected to increase purse revenues. Applicant understands that he/she is expected to average at least one (1) start for each stall allotted during the race meet covered by this application.

22. 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 appurtenant facilities provided by TRACK other than living quarters. TRACK specially reserves the right to conduct searches of stall areas,

and tack rooms except for 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. With respect to any supplemental testing required by TRACK (and not the CHRB), TRACK agrees to comply with and, at its expense, provide for a split sample as set forth in CHRB Rule 1859.25 as a result of any supplemental or out-of-competition testing of Applicant's horses pursuant to the Stall Application. 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 California Thoroughbred Trainers to any such rules, procedures and decisions contemplated thereby. Any such rules, regulations, or procedures shall be in addition to and shall not supplant the rules and regulations of the California Horse Racing Board.

23. Notwithstanding anything to the contrary herein, 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, 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. TRACK agrees to notify CTT within 24 hours of any such entries.

24. AUXILIARY TRAINING FACILITIES

Golden Gate Fields will be open as an auxiliary training facility for Sonoma County Fair and CARF racing during the period from June 11, 2019 to August 11, 2019 and October 1, 2019 to October 13, 2019. During this period, the TRACK will be open for training on the basis of six (6) days a week, but may be adjusted by the Stabling & Vanning Committee. Golden Gate Fields will be reimbursed the expenses of operating as an auxiliary training facility according to the Summer Northern California Stabling Agreement.

Stalls at auxiliary training facilities will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction, but may be adjusted by the Stabling & Vanning Committee

All trainers stabled at Golden Gate Fields during this period will be required to make at least one start per stall during the 2019 Northern California racing fair season ("Minimum Start Requirement"). If the trainer does not make the Minimum Start Requirement, the trainer will pay \$5 per day for all stalls less than the Minimum Start Requirement. For example, if a trainer has 10 stalls at Golden Gate Fields and the trainer only has 7 starts during the 2019 Northern California racing fairs season, the trainer will owe \$5 per day for 3 stalls for 75 auxiliary stable days.

The Stabling and Vanning Committee will collect the stall rent. The monies collected will go 50% to Fair Purse Accounts and 50% to GGF accounts.

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

Trainer's Signature _____

Print Name _____

Date _____

Worker's Comp Ins. Carrier _____

Policy # _____ Exp. Date _____