



FAIR GROUNDS RACE COURSE & SLOTS

A Churchill Downs Company

2016-2017 Stall Application

WINTER 2016 - 2017

THOROUGHBRED RACING SEASON

Saturday, November 19, 2016 — Sunday, April 2, 2017

BARN AREA OPENS Wednesday, October 19, 2016

DEADLINE FOR APPLICATION: Wednesday, October 5, 2016

TRAINING BEGINS: Wednesday, October 19, 2016

IMPORTANT NOTICE: Trainers who have been allotted stalls for the 2016-2017 TB meet must have all stalls occupied no later than Saturday, November 19, 2016. Any exceptions that would delay this move-in date must be approved by the Racing Secretary.

Jason Boulet, Sr. Director of Racing
Phone: (504) 948-1246 Cellular: (504) 344-5373
Email: jason.boulet@fgno.com
Scott Jones, Racing Secretary
Phone: (504) 948-1244 Cellular: (504) 756-8762
Email: scott.jones@fgno.com
Mario Torres, Stall Superintendent
Cellular: (504) 415-2141

**Applications Are Due On:
Wednesday, October 5, 2016**

**PLEASE MAIL TO: FAIR GROUNDS RACE COURSE, ATTN: STALL COMMITTEE,
1751 GENTILLY BLVD., NEW ORLEANS, LA 70119 OR FAX TO (504) 949-4778
IF YOU HAVE NOT PROCESSED YOUR WORKMAN'S COMPENSATION
APPLICATION, PLEASE CONTACT
THE LOUISIANA HBPA AT (504) 945-1555 OR AT www.lahbpa.com**

	Name of Horse	Sex/ Age	Allowance or Claiming Price	MDN (✓)	Distance	Last Start		LA Bred (✓)	Name of Owner
						Date	Track		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Department of Environmental Quality (DEQ) Nutrient Management Plan

The Louisiana Department of Environmental Quality requires Fair Grounds' stable area to maintain a Concentrated Animal Feeding Operation (CAFO) permit. This permit requires Applicant and his/her employees to do the following: (1) place all used shavings and/or straw in designated manure bins in order to keep them from running into the storm drain water system; (2) attach all washers to sanitary hook-ups and prevent all washers and ice machines from running into the storm water drain; (3) otherwise comply with Fair Grounds' best management practices as required by the permit. Applicant acknowledges and agrees that the Fair Grounds will use Video surveillance to monitor Applicant's and Applicant's employees' compliance with these requirements and the stable area will be subject to inspections by Fair Grounds' personnel, the Louisiana Department of Environmental Quality, the New Orleans Sewage and Water Board and the Environmental Protection Agency. An information and training package regarding the rules and regulations will be presented to each trainer at time of arrival. Applicant further acknowledges and agrees that for Applicant's and his/her employees' failure to comply with these requirements, the first offense is \$250; the second offense is \$500; the third offense will result in revocation of this Stall Application and Applicant's prompt removal of all horses from Fair Grounds' stable area.

To maintain acceptable levels it is imperative that the following rules be taught to your stable workers and that they see this is important to you that they remain compliant.

- All dumpsters must have lids and all lids must be closed when not in use. Dumpsters can not be overloaded to prohibit lid from closing completely.
- Hay, manure, shavings and bedding are prohibited from being washed down storm drains. They must be swept up and placed into dumpsters.
- All storm drains must not be covered or blocked.
- All hoses must be equipped with nozzle. At the Fair Grounds, hoses without nozzles will be confiscated.

Bi-lingual signage will be posted throughout the backside.

Members of FGNO Security team, FGNO staff, Louisiana State Police Racing Detail will be identifying any and all violations observed. FGNO Security team will investigate and handle all documentation of all observed or reported violations. The warnings, steward citations, steward fines or steward evictions will be enforced and documented under the trainer's name. Each trainer will receive a copy of the DEQ Violation Report which will identify FGNO Security personnel completing the report, photographs, the date, time, weather condition, violation, action taken and the stable worker involved. The consequences of violations will be progressive becoming more severe based on frequency.

Individuals will be subject to monetary fines if found to be blatantly disregarding these rules.

➤ **This section must be complete with valid information otherwise the application will be rejected** ◀
until such time as complete and accurate information is submitted.

Trainer:

Address:

City: State: Zip:

Home Telephone:

Barn Telephone: Cellular:

E-mail Address:

NO APPLICATION WILL BE CONSIDERED WITHOUT AN AUTHORIZED SIGNATURE.

The undersigned hereby certifies that (i) he/she has read, understands and agrees to all provisions of this Stall Application **including the terms and conditions on the reverse side**; (ii) he/she has provided a copy of this agreement to each of the owner(s) listed hereon; (iii) he/she has voluntarily signed this agreement and (iv) no oral representations, statements or inducements apart from this agreement have been made.

Applicant's Signature: Date: SEE OTHER SIDE

Horsemen are welcome to set up their barns beginning Sunday, October 16, 2016. Please contact Mario Torres (504) 415-2141

Trainers Opinion Poll – Please check one of the following boxes: 6 Day a Week Training 7 Day a Week Training

STALL AGREEMENT • FAIR GROUNDS RACE COURSE & SLOTS

The undersigned, individually and on behalf of each owner (collectively, the "Applicant") of the horses listed on the reverse hereof (the "Horses"), and in order to induce Churchill Downs Louisiana Horseracing Company, L.L.C., on behalf of Fair Grounds Race Course & Slots ("Fair Grounds") to accept this Agreement and to grant Applicant use of stall space and the Premises (as defined below), hereby represents, warrants, covenants and agrees with Fair Grounds as follows:

- Applicant is the owner, or is authorized to act for and on behalf of each owner, of the Horses. Applicant shall comply with and fulfill all conditions necessary for Applicant to apply for and be allotted stall space and use of the Premises. For purposes hereof, the term "Premises" shall mean Fair Grounds' entire property, including, but not limited to, the grandstand, clubhouse, administrative offices, parking areas, backside, barns, stalls, racing oval and other portions of the grounds.
- Each person named as an owner of a Horse is an actual, bona fide owner of such Horse and such ownership complies with all rules and regulations of the Louisiana State Racing Commission (the "Commission") pertaining to same.
- This Agreement is a revocable license issued by Fair Grounds to Applicant. Fair Grounds specifically reserves the right (a) to revoke this license, with or without cause, and/or (b) to refuse Applicant entry in any race for any reason or cause without prior notice to Applicant.
- Applicant shall abide by all rules and regulations of the Commission, Condition Book and Fair Grounds, including, but not limited to, all provisions of this Agreement. Applicant shall abide by all decisions of the Commission, the Stewards and/or Fair Grounds with regard to disputes, claims and objections on all matters pertaining to racing and this Agreement, and Applicant shall accept such decision as final.
- Applicant shall enter Horses in such races listed in the Fair Grounds Condition Book for which they qualify. Applicant shall (a) within three (3) days after notice from Fair Grounds, which notice may be given with or without cause, vacate all stalls allotted to Applicant and remove all Horses, other property and personnel from the Premises; (b) with twenty-four (24) hours of a Horse being claimed, sold or transferred to any person or entity that is not registered for racing at the Premises, remove such Horse from the Premises, unless approved by Fair Grounds; and (c) vacate all stalls and remove all Horses and other property from the Premises within five (5) days after the conclusion of the live race meeting. Applicant's failure to comply with these provisions may result in the removal of such Horses, other property and/or personnel from the Premises by Fair Grounds at Applicant's expense.
- No Horse stabled off the Premises will be eligible to race on the Premises without Fair Grounds' prior written consent. A separate racing application, with past performance attached, is required and must be completed and signed by Applicant if Applicant desires to race any Horse stabled off Premises.
- Applicant shall not make any alterations, additions or modifications to any improvements on the Premises without the prior written consent of Fair Grounds' General Superintendent. Fair Grounds reserves the right to require Applicant remove, at Applicant's expense, any alterations, additions or modifications, including painting, made by Applicant, regardless of whether Fair Ground's prior consent was obtained, at the conclusion of the live race meeting and to restore, at Applicant's expense, such portions of the Premises to its condition at the inception of this Agreement.
- Smoking and cooking are strictly prohibited in all barn and stall areas. The use of any space heater or cooking appliance, other than one (1) UL-approved microwave and one (1) UL-approved coffee maker, in any sleeping quarters is strictly prohibited. Applicant specifically assumes responsibility for, and shall indemnify Fair Grounds and be liable for any and all damages found to be in violation of these provisions by Applicant or by Applicant's employees, agents, invitees, exercise riders, jockeys or any member of any of their respective families.
- Applicant agrees that neither Fair Grounds nor its parent or any of its affiliates, directors, employees or agents shall be liable for any loss, damage, death or injury of any kind to Applicant or to Applicant's employees, agents, invitees, exercise riders, jockeys or any member of their respective families, property or animals, regardless of whether such injury, loss, death or damage is caused by a condition of the Premises and/or any negligent act or omission of Fair Grounds, its officers, employees and agents or from any other cause. Applicant hereto specifically and knowingly assumes all risks of such injury, loss, death or damage, fully and completely.
- Applicant shall indemnify and save harmless Fair Grounds, its parent and affiliates and all of their respective officers, directors, employees and agents from any and all liabilities, claims and demands for damage, injury, death, loss, cost or expense of any kind resulting from or arising out of or claimed to result from the presence on or use of the Premises by Applicant, its employees, agents, invitees, exercise riders, jockeys or any member of their respective families. Applicant shall defend, at its expense, any claim or suit that may arise out of, in connection with or relative to the foregoing and shall pay all attorneys' fees and expenses in connection therewith. The indemnification term of this Agreement shall survive the term of this Agreement.
- Together with the foal registration papers, Applicant shall file with the Fair Grounds' Racing Secretary's Office certificates of insurance from insurers acceptable to Fair Grounds showing that Applicant is the named insured on (a) a commercial general liability insurance policy having minimum limits of not less than One Million Dollars (\$1,000,000) for personal injury and property damage, and (b) a workers' compensation policy with statutory limits covering all employees, including exercise riders, listed on Applicant's work list filed with the Commission. Such policies shall name Fair Grounds as additional insured, provide coverage for Fair Grounds' entire live race meeting, and shall contain a clause providing that such policies shall not be cancelled without at least ten (10) days' prior written notice to Fair Grounds by certified mail.
- Fair Grounds may broadcast by television, radio or Internet and by photograph, or any other media transmission now known or hereafter disclosed, or authorize or license the television, radio or Internet broadcasting or photographing of any horseracing activities on the Premises. Fair Grounds hereby reserves all television, radio, Internet and still photography rights with respect to any horseracing activity at the Premises, including, but not limited to, races, preparation therefore, ceremonies or proceedings thereafter and training activities. Applicant, individually and on behalf of each employee, agent, invitee, exercise rider, or jockey contracted to ride a Horse and any family member of any of the foregoing, hereby consents and agrees to sign and deliver releases to Fair Grounds upon demand permitting such broadcast and photographic activities and the exhibitions thereof; provided, however, that nothing contained herein is intended to affect those rights governed by the Interstate Horse Racing Act of 1978.
- Dogs are not permitted on the Premises. There are NO EXCEPTIONS.
- Applicant and each of his/her employees, exercise riders and jockey's shall be duly licensed by the Commission and shall wear on their person at all times while on the Premises a valid picture license issued by the Commission.
- Owners, trainers and stable employees shall park only in those areas designated by Fair Grounds. Violators are subject to fines by the Stewards.

- Horses are permitted on track oval ONLY during training hours posted by Fair Grounds at the entrance to the track oval.
- Horses may occupy only those stalls assigned to Applicant. Any Horse found in an unassigned stall or in a stall assigned to another owner or trainer will be removed from the Premises at Applicant's expense. Fair Grounds assumes no liability for injury, loss by fire, death or theft of any Horse or other property of Applicant.
- Applicant shall pay to Fair Grounds a Two Hundred Dollar refundable (\$200) fee for each sleeping room assigned to Applicant in dorm room building.
- Applicant shall properly supervise all his/her horses, employees, agents and invitees. Applicant hereby acknowledges that he/she is responsible for and will promptly pay for all damages to sleeping quarters, tack rooms, barns and stalls. Cost of damages will be determined on a case by case evaluation by Fair Grounds management and staff. Normal wear and tear expected caused by Applicant, his/her employees, agents, invitees or horses will be taken into consideration on final inspections by Fair Grounds management and staff upon departure. Applicant agrees that all sleeping quarters and tack rooms assigned to them will be cleaned and swept properly as to the conditions as they were upon arrival. Applicant agrees to pay a one hundred dollar (\$100) cleaning fee to Fair Grounds if rooms do not pass inspection by the stall superintendent. Applicant further agrees to strip stalls of any bedding materials upon departure. If stalls are left with any bedding material upon departure, Applicant agrees to pay a twenty dollar (\$20) cleaning fee per stall to Fair Grounds.
- Fair Grounds shall have the right, from time to time and one or more times, to conduct searches and inspections as it deems appropriate of those portions of the Premises used by Applicant, its employees, agents, invitees and/or any member of their respective families, including, but not limited to, all sleeping quarters, tack rooms, stables, barns and stalls. Applicant, individually and on behalf of his/her employees, agents, invitees and any member of their respective families, hereby (a) consents to such searches and inspections, (b) agrees that such searches and inspections may be conducted at any time, with or without cause, and without prior notice, and (c) waives any right or exception of privacy that might otherwise exist with respect to the areas subject to search or inspection.
- All horses entering the association grounds must have a Certificate of Veterinary Inspection (CVI) issued by a licensed accredited veterinarian within seventy-two (72) hours of arrival at the race track stating the horse's temperature (101.5° F or less) and a record of vaccination for EHV1 administered not less than 14 days nor more than 90 days prior to arrival. Date of vaccination and specific product used must be noted on the CVI.
- Horses shall not have had contact (defined as: a coming together or touching, as of objects or surfaces; the state or condition of touching or of immediate proximity) with any horse diagnosed with EHV1 or Strangles in the past 30 days.
- Horses shipping in from LSRC-approved racetracks and training centers will be exempt provided the training center has the same requirement for entry as No. 1 above.
- Race/work and go horses shall go to the receiving barn only. Those horses must enter the association grounds with record of vaccination for EHV1 administered not less than 14 days nor more than 90 days prior to arrival.
- All horses stabled on association grounds during the meet are required to maintain EHV1 vaccinations at 90-day or less intervals. Regulatory veterinarians will be doing random checks of stable vaccination records and failure to comply may result in sanctions by the stewards.
- Trainers of claimed horses must provide vaccination history within 24 hours to successful claimant, if requested.
- All outrider and lead ponies (used to take horses to the track or post) must enter the association grounds with the CVI requirements as stated in No. 1 above.
- A negative Coggins test within the previous 365 days must accompany or be on file for all horses entering or stabled on association grounds.
- In no event shall Fair Grounds be responsible for the care, custody or control of any Horses while kept on the Premises or elsewhere. Applicant assumes full responsibility for the safety and well being of his/her employees, agents, invitees and all Horses. Applicant agrees to take all reasonable measures for the protection of the Horses, including providing adequate supervision for the Horses while on the Premises, hiring competent personnel to care for the Horses at all times, cleaning and maintaining all stalls and removing any hazardous condition from such stalls. Applicant shall keep the area adjacent to his/her assigned barn and/or stall clean and in good order. If Applicant believes or has reason to believe that a hazardous condition should be remedied by Fair Grounds, Applicant shall immediately call such condition to Fair Grounds' attention. Applicant hereby acknowledges that Fair Grounds has no obligation to remedy any condition on the Premises which may be caused by the negligence or willful misconduct of Applicant or any of his/her employees, agents or invitees and that it is Applicant's obligation to remedy such condition.
- This Agreement shall include the following language from Louisiana Revised Statute 9:2795.3(F):
- Any owner or trainer based at Fair Grounds who sells a horse for slaughter that was previously stabled at Fair Grounds will have his/her stall permanently revoked.

WARNING

Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.3.

THIS AGREEMENT IS NOT A LEASE OF ANY SPACE BUT MERELY A REVOCABLE LICENSE GRANTED ON THE TERMS OUTLINED HEREIN. THIS AGREEMENT IS NOT EFFECTIVE UNLESS AND UNTIL IT IS ACCEPTED BY FAIR GROUNDS.

NOTE: If this Agreement is signed other than by the owner of each Horse named on the reverse side hereof, the person signing this Agreement warrants and represents that he/ she is authorized by each such Horse owner to sign this Agreement on such Horse owner's behalf to bind and obligate such owner to the conditions of this Agreement. Applicant warrants that he/ she has mailed to each owner of each Horse on the reverse hereof a copy of this Agreement to fully inform such owner of the conditions, obligations and provisions set forth herein.

I certify and warrant that the information contained in this Agreement is true and correct and that I have read all of the foregoing conditions and provisions on both sides of the Agreement and agree to be bound by them, for myself and the owners I represent, and I warrant my authority to act for and represent each of the owners whose names appear on the reverse hereof.

Stable Area Evacuation Policy

In the event of a pending tropical storm or hurricane, track management reserves the right to call for an evacuation of the stable area. If an evacuation is necessary, it would be put in place prior to the start of "contraflow" evacuation as mandated by the state of Louisiana. Please be advised that travel time during an evacuation can be up to four times longer than normal conditions.