



FAIR GROUNDS RACE COURSE & SLOTS

A Churchill Downs Company

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2020-2021 Stall Application

WINTER 2020 - 2021 · THOROUGHBRED RACING SEASON
Thursday, November 26, 2020 — Sunday, March 28, 2021
DEADLINE FOR APPLICATION: Saturday, October 17, 2020

**Applications are due on:
Saturday, October 17, 2020**

IMPORTANT NOTICE: Trainers who have been allotted stalls for the 2020-2021 TB meet must have all stalls occupied no later than Monday, November 23, 2020. **Any exceptions that would delay this move-in date must be approved by the Racing Secretary.**

Track facility utilization information packages with applicable rules and regulations are included with this application form. **Applicants shall familiarize themselves with this information prior to the arrival of their horses at the Fair Grounds and shall complete the mandatory training described therein not later than 3 business days after the arrival of their horses.** Applicants shall train the personnel as necessary to implement all rules and regulations included in the information package and otherwise take other actions as needed to assure compliance with track facility utilization requirements.

**PLEASE E-MAIL TO: SCOTT.JONES@FGNO.COM
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									

Policies for Fair Grounds Race Meets

There will be a \$100 per arm fee for any trainers using walking wheels. This fee will cover the entire period of the race meet covered by this Stall Application. Any Applicant allotted stalls shall be required to be present for the barn checklist inspection upon arrival, along with a Fair Grounds representative. The checklist covers an overall view of stalls assigned, confirmation that all electrical and plumbing is in working order and the general cleanliness of all tack rooms and living quarters. NO ALTERATIONS ARE PERMITTED. The checklist must be signed and any deficiencies noted. Fair Grounds requires barn areas to be left in the same condition as upon arrival. See paragraphs #19 and #20 herein for further information regarding penalties for noncompliance. Applicants that are not allotted stalls will be required to use the Fair Grounds Ship-In barn area. Trainers planning to bring horses for consecutive race days must contact the stall superintendent. Fair Grounds provides bedding and gates in Ship-In stalls.

Stable Area Evacuation Policy

All owners and/or trainers are required to complete the evacuation information below prior to being allotted stalls. Fair Grounds management reserves the right to institute a mandatory stable area evacuation in the event of an approaching weather event, civil unrest or any other event which poses a risk of disrupting Fair Grounds' operations or the safety of Fair Grounds personnel or property. NOTICE: Fair Grounds may issue a mandatory evacuation prior to any other evacuation order by civil authorities and prior to the initiation of a "contraflow" evacuation. In the event of an evacuation, all trainers or owners are required to immediately remove all personnel, horses and property from Fair Grounds.

The owner/trainer of the above listed horses (or any horses under the owner/trainer's control at Fair Grounds) at the time of an evacuation order is issued will immediately evacuate all horses and personnel to _____
(insert name of safe evacuation location where owner/trainer has made appropriate evacuation arrangements).

Travel times during evacuations are unreliable, but longer than normal travel times are expected. Plan accordingly. It

is the Applicant's duty to maintain accurate email and phone number(s) with Fair Grounds management and monitor all communications regularly for updated notices from Fair Grounds. In no event shall Fair Grounds be responsible for personnel, horses or property remaining at Fair Grounds. It is the responsibility of all owners and trainers and to make arrangements to enable immediate removal of personnel, horses and property from Fair Grounds premises in the event of an evacuation.

Environmental Compliance

As a Concentrated Animal Feeding Operation (CAFO), Fair Grounds is required to maintain certain governmental permits. These permits require that all trainers and personnel on the backside stable area of Fair Grounds comply with Fair Grounds' best management practices (BMPs) as required by the permits. By signing below, the Applicant acknowledges and agrees that Fair Grounds will use video surveillance to monitor trainers, employees, other personnel and all activities at Fair Grounds for compliance with these requirements. Further, the undersigned acknowledges and agrees that stable area is subject to inspections by Fair Grounds and various governmental agencies and inspectors such as the Louisiana Department of Environmental Quality, the New Orleans Sewage and Water Board and the Environmental Protection Agency. Track facility utilization information packages with applicable rules and regulations are included with this application form. It is the responsibility of all applicants to familiarize themselves with this information prior to the arrival of their horses at Fair Grounds and shall complete the mandatory training described therein not later than 3 business days after the arrival of their horses. Applicants shall train their personnel as necessary to implement all rules and regulations included in the information package and otherwise take other actions as needed to assure compliance with track facility utilization requirements. THERE IS A ZERO TOLERANCE POLICY FOR NONCOMPLIANCE. Violations are subject to a tiered penalty system, as follows: first offense: \$500 fine; second offense: \$1,000 fine; third offense: revocation of any rights granted pursuant to this Stall Application and prompt removal of all horses, personnel and property from Fair Grounds' stable area. The undersigned hereby obligates himself/herself to prompt payment (within 30 days) of all fines.

The following BMPs will be subject to the Zero Tolerance Policy for violations:

Trainers shall use only the specific Fair Grounds dumpster(s) assigned to them. All dumpsters shall have fully functioning lids that shall be closed when not in use. Trainers shall immediately report to the Fair Grounds any dumpsters that have non-functioning lids, are leaking, are not adequate for the Trainer's daily needs, or are not emptied on a daily basis.	Horses shall be washed only in designated wash areas. Hoses used for horse-washing or any other purpose shall be equipped with functioning nozzles. Hoses without with nozzles, hose splitters, and hoses that are leaking are not permitted and shall be confiscated immediately by the Fair Grounds.	Hay, manure, shavings and/or bedding wastes shall be placed only in assigned dumpsters provided by the Fair Grounds and shall not be placed directly on the ground, directly on pavements, or in any other waste containers at the Fair Grounds site.	All dishwashers, washing machines and ice machines shall be properly plumbed into the Fair Grounds potable water supply and sanitary sewer systems at the connection locations designated by the Fair Grounds. NO outdoor washing machines are permitted.
All waste materials shall be swept up and placed into dumpsters. NO water may be used flush materials into storm drains.	NO washing down of pavements, rubber mats, tarps, horse vans, horse trailers, other vehicles, or other equipment is permitted on Fair Grounds property.	No Fair Grounds potable water distribution or wastewater collection equipment may be moved or removed, such as backflow preventers or flow restrictors.	Dumpsters shall not be overfilled or otherwise loaded in a manner that prevents their lids from fully closing.
			NO storm drains may covered or blocked

Bilingual signage will be posted throughout the backside.

Fair Grounds premises shall be monitored for violations of the BMPs and Fair Grounds (or its designee) 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.

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
AND SECTION #2 BEING INITIALED ON THE REVERSE SIDE OF THE STALL APPLICATION**

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 and the policies stated above; (ii) he/she has provided a copy of this agreement to each of the owner(s) listed herein; (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

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.
- Applicant does not have any claims against Fair Grounds and to the extent Applicant has any such claims, Applicant knowingly and voluntarily releases any such claims.

_____ (Initials)
- 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. LACK OF PARTICIPATION IN RACES BY HORSES STABLED AT FAIR GROUNDS OR EARLY DEPARTURE OR SHIPPING TO RUN HORSES AT OTHER RACETRACKS WILL RESULT IN A REDUCTION OR REFUSAL OF STALL ALLOCATION. ALL ASSIGNED STALLS THAT ARE NOT FILLED AND TRAINERS WHO ALLOW OTHER TRAINERS TO USE THEIR ASSIGNED STALLS WILL LOSE THOSE STALLS IMMEDIATELY AND THE STALLS WILL BE REALLOCATED. 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) 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.
- Pet Policy: Please see the Condition Book for details.
- 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 or death, loss by fire, or theft of any horse or other property of Applicant.
- 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 reserves the right to charge Applicant a Two Hundred Dollar (\$200) fee for each sleeping room in the Dormitory Building. (a) 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 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 Premises 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 requirements for entry as Fair Grounds.
- Race/work and go horses shall go to the receiving barn only. Those horses must enter the Premises with record of vaccination for EHV1 administered not less than 14 days nor more than 90 days prior to arrival.
- All horses stabled on the Premises 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 Premises with the CVI requirements as stated in No. 21 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 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.
- Any owner or trainer granted a stall allotment at Fair Grounds who sells a horse for slaughter that was previously stabled at Fair Grounds will have his/her stall allotment permanently revoked.
- All owners, trainers and all employees of trainers agree to the Environmental Compliance provisions set forth herein and to the imposition of the fines for violations of such rules.
- This Agreement shall include the following language from Louisiana Revised Statute 9:2795.3(F):

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 PROVIDED TO EACH OWNER OF EACH HORSE LISTED A COPY OF THIS AGREEMENT TO FULLY INFORM SUCH OWNER OF THE CONDITIONS, OBLIGATIONS AND PROVISIONS SET FORTH HEREIN.

STABLE AREA EVACUATION POLICY — Fair Grounds management reserves the right to institute a mandatory stable area evacuation in the event of an approaching weather event, civil unrest or any other event which poses a risk of disrupting Fair Grounds' operations or the safety of Fair Grounds personnel or property. NOTICE: Fair Grounds may issue an evacuation order prior to any other evacuation order by civil authorities and prior to the initiation of a "contraflow" evacuation. In the event of an evacuation, all trainers or owners are required to immediately remove all personnel, horses and property from Fair Grounds. Travel times during evacuations are unreliable, but longer than normal travel times are expected. Plan accordingly. It is the Applicant's duty to maintain accurate email and phone number(s) with Fair Grounds management and monitor all communications regularly for updated notices from Fair Grounds. In no event shall Fair Grounds be responsible for personnel, horses or property remaining at Fair Grounds. It is the responsibility of all owners and trainers to make arrangements to enable immediate removal of personnel, horses and property from Fair Grounds premises in the event of an evacuation.

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.

Applicant's Signature: _____

Date: _____