STANDARDBRED RACING STALL APPLICATION

Race Meet July 23 – October 8 • Application Due: June 15, 2023 Grand Circuit Races September 28, 29, & 30 & October 6, 7, & 8 **RETURNTO:** # of Stalls on Grounds Ship-in Only IMPORTANT Attn: Race Secretary: Tom Agosti 1101 Winbak Way Lexington, Kentucky 40504 Stable Name _____ THIS CONTRACT MUST BE PREPARED, SIGNED www.redmileracing.com **General Office** AND RETURNED. Please call to verify stall allotments. Do not Trainer (859) 255-0752 ship horses without confirmation of stall reservation. Phone: (859) 231-0217 All horses listed on this stable application are Fax: Tel. No. _____ Stall Superintendent represented to be under the management, and are the Harvey Taylor responsibilities of the trainer signing the same. (859) 621-6466 Phone: A properly executed application must be on file by every Date _____ horseman before any entry can be accepted. Expected Arrival Date All trainers acknowledge and agree to the two waivers posted on the website: "COVID 19 RELEASE and the LIVE **RACING NOTICE'** Expected Departure Date COLOR **STAKES TO WHICH** GAIT **OWNER COMPLETE ADDRESS** NAME OF HORSE SEX HORSE IS ELIGIBLE AGE

> NO SUBSTITUTIONS OR ADDITIONS TO THE ABOVE ACCEPTED HORSES MAY BE PERMITTED UNLESS CONFIRMED BY THE RACING DEPARTMENT PRIOR TO SHIPPING ALL HORSES REQUIRED TO HAVE A NEGATIVE COGGINS TEST CERTIFICATE WITHIN THE LAST YEAR AND PROOF OF EHV (EQUINE HERPES VIRUS) SHOTS WITHIN 6 MONTHS. AND A HEALTH CERTIFICATE DATED WITHIN 72 HOURS OF ABRIVAL

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The following are the conditions governing all Standardbred race meetings of The Red Mile. This contract must be completed in full and signed by acceptance.

The signer (hereinafter called the Applicant) agrees that in consideration for and as a condition of the granting of permission to stable and/or race at The Red Mile to any or all of the horses listed above on this contract and any other horse for which stabling is provided, the Applicant and all persons for whom he is acting will be bound by all the terms and conditions hereinafter set forth.

It is mutually understood and agreed and the Applicant represents that the Applicant has been granted the authority by the Owner(s) of all horses in his care to make this application, to enter the agreement contained herein and to bind such Owner or Owners to the same. The Applicant shall assure that the Owner or Owners on whose behalf this application is made or for whom stabling is provided shall be provided with a copy of this application.

- 1. It is understood that The Red Mile may assign stall or other accommodations to any or all of the horses listed heron by the Applicant and the Applicant hereby authorizes The Red Mile to cross out the names of any and all of the horses listed hereon to which The Red Mile does not wish to assign stall space or other accommodations, and to assign stall space or other accommodations only to the horses whose names are not crossed out. The Applicant agrees to be bound by the terms and conditions of this contract as set forth herein, even though the contract may be altered by The Red Mile crossing out the names of any or all the horses listed herein, just as if the Applicant had signed this contract without listing the horses so crossed out by The Red Mile.
- 2. This contract shall not be binding upon The Red Mile until signed by the Director of Racing of The Red Mile, and when signed shall obligate The Red Mile to provide stall space or other accommodations only to those horses listed on this contract whose names have not been crossed out by The Red Mile as hereinbefore set forth. No changes may be made without notifying The Red Mile and permission granted to do so by the Racing Department.
- The Rules and Regulations of the Kentucky Horse Racing Commission, the United States Trotting Association, and The Red Mile shall govern the conduct of this meeting and all owners, trainers, drivers and caretakers are subject to the same.
- 4. THE RED MILE RESERVES THE RIGHT TO REJECT ANY ENTRY.
- 5. It is clearly understood and agreed that this is not a lease of any space, but is merely a revocable license granted by The Red Mile only on the terms and conditions set forth. The Red Mile reserves the unrestricted right to decline stall space, revoke this license at will, and to have any Applicant using stable space to vacate the stalls and move all horses, equipment and personnel off the premises within twenty-four hours after receiving notice to vacate from The Red Mile. Such notice to vacate may be given at any time during the term of this contract and for any reason or without any reason and entirely at the discretion of The Red Mile.

If, upon the expiration of 24 hours from the date of notice to vacate stable space, the Applicant shall not have removed from The Red Mile any horse or horses or personal property in his ownership or charge or control, The Red Mile shall be entitled at the expense of the Applicant to remove the same to a public pound or to stable or store the same elsewhere and, on the expiry of 30 days from the date of said notice, to sell such horse or horses or property by private or public auction and apply the proceeds in payment of any expenses incurred by The Red Mile. In no event shall The Red Mile be responsible to the Applicant for the removal, stabling, storage or sale of any horse as property as aforesaid.

Applicant, in order to induce The Red Mile to approve this application for stalls, does for himself and employees and all persons for whom he is acting, consent to any such action by The Red Mile under this paragraph or paragraph 9.

6. THE RED MILE MAY REFUSE ADMITTANCE TO OR EJECT ANYONE CONSIDERED UNDESIRABLE.

- 7. The Red Mile shall not be liable or responsible for any injury or loss caused or suffered in any manner by or to the horse or horses or equipment or personnel of the Applicant, while the said horses are on or off the premises or while being transported in any manner on or off the premises, whether caused by the conditions of the premises, by the negligence of any agent of The Red Mile otherwise.
- 8. The Applicant and/or Trainer agree to hold The Red Mile, its Officers, Directors, Agents and Employees harmless against any loss, cost, damage or other expenses including the reasonable attorney's fees incurred by it or by any other person or persons by reason of the action of any horse or action of the Applicant or any agent or employee of the Applicant while on the premises.

Applicant, on behalf of himself and owners of horses in his care or custody, assumes the risk for all injury to horses in his custody, ownership of control, regardless of the cause of such injury. The removal of any dead horse is at the expense of the Applicant or Trainer.

The Applicant agrees on behalf of himself and the owner(s) of horses in the custody of the Applicant, that all horses entering the grounds of The Red Mile do so at the individual Owner's and/or Applicant's risk. The Red Mile shall not be liable or responsible in any manner whatsoever for any injury or loss caused or suffered in any manner, by or to the horse or horses while on the premises, whether occasioned by the negligence or fault of The Red Mile, its agents, servants, or employees.

For the protection of the Applicant and/or Owners, it is required that the Applicant and/or owners insure their horses against losses by fire and other occurrences.

- 9. The Applicant undertakes to keep the stabling accommodation allotted to him in good and clean condition. Applicant agrees to vacate all stalls on date(s) as specified by the Authority. Any damage caused to such accommodation and quarters will be repaired by The Red Mile and the Applicant shall be responsible for the cost of such repairs.
- 10. Mechanical walkers are not permitted. DOGS AND OTHER PETS NOT PERMITTED AT THE RED MILE. NO GROOMS QUARTERS AVAILABLE.
- No heating appliances of any kind will be allowed at The Red Mile. Cooking on the premises of The Red Mile is not permitted
- 12. All STALL MUST BE CLEANED OUT BEFORE LEAVING OR A \$50.00 FINE WILL BE ASSESSED PER STALL.

- 13. The parking of house trailers on the premises of The Red Mile is not permitted without permission of The Red Mile.
- 14. All horses shipping onto the grounds are required to have valid health certificates as directed by the KY Office State Veterinarian.
- 15. All Ship-ins will report to the designated Ship-In Barn.
- 16. All owners, trainers, drivers and/or their employees must obtain a license issued by the Kentucky Horse Racing Commission before stable area passes admitting them to the stable will be issued by The Red Mile. Only the person named upon said pass may use stable area passes and misuse will be cause for revocation without notice.
- 17. Firearms are not permitted on the premises of The Red Mile.
- Dormitories, stables and all vehicles are subject to inspection by The Red Mile Security or its designated agents at all times.
- All Rules and Regulations issued by the Director of Racing on behalf of The Red Mile shall be incorporated in this contract as if fully set forth herein.
- 20. Applicant agrees that, during the race meeting, neither the Owner, his authorized trainer, nor any other person for whom Owner is acting, shall boycott the "entries box" or engage in any other action or activity interfering with the orderly conduct of racing at The Red Mile.
- 21. All owners and/or trainers nominating or having horses race at The Red Mile, in any stake, early or late closing event or overnight race, shall be required to stable said horses at The Red Mile facilities, prior to the race in which they are entered at a time, and on date(s), specified. The Red Mile shall have sole discretion in assigning stalls to the particular owners and trainers and shall also have sole discretion in waving the above stated requirements.
- 22. The Terms and conditions of this agreement are applicable to all participants racing at The Red Mile regardless of whether such participants stable horses at The Red Mile.
- 23. All participants at The Red Mile are bound by the rules and regulations as published by the Director of Racing at the beginning of the <u>2023</u> race meeting. This stall application must be signed by all trainers, regardless of stable arrangements, prior to participation in racing at The Red Mile.
- 24. THE APPLICANT AGREES ON BEHALF OF HIMSELF AND THE OWNER (S) OF HORSES IN THE CUSTODY, CARE AND CONTROL OF THE APPLICANT, TO ALLOW ANY IN OR OUT OF COMPETITION TESTING TO BE CONDUCTED ON SAID HORSES. IN THE CASE OF A POSITIVE TEST ON SUCH HORSE (S) THE APPLICANT AGREES TO ABIDE BY ANY ACTIONS TAKEN BY THE RED MILE AND/OR KENTUCKY HORSE RACING COMMISSION. IN ACCORDANCE WITH RULE 811 KAR 1:240.

SIGNED				
Jama				
Name	 	 		
Address				

City		
State	Zip	
Telephone (home)		
Telephone (bus.)		

ATTENTION HORSEMEN

This contract must be filled out in detail, signed and returned to:



Attn: Race Secretary: Tom Agosti 1101 Winbak Way Lexington, Kentucky 40504 <u>www.redmileracing.com</u> General Office Phone: (859) 255-0752 Fax: (859) 231-0217 Stall Superintendent Harvey Taylor Phone: (859) 621-6466

For Red Mile use only:	
This application has been reviewed and is hereby approved as of, 2023 by the undersigned.	
Director of Racing The Red Mile	
Date	
Comments:	