**2020 STALL APPLICATION**

###  2020 Live Racing Season

###  Monday, April 27th – Saturday, October 17th

**DEADLINE TO SUBMIT STALL APPLICATION: Sunday March 1, 2020**

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|  | NAME OF HORSE | SEX & AGE | OHIO FOALED (Y – N) | DATE of LAST RACE |  NAME OF OWNER(S) |
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**Stall Eligibility Requirements**

1. The granting of stall space at Thistledown is for the purpose of assuring the availability of horses that, in the sole opinion of Thistledown Management, will produce the best race meet. Stalls on Thistledown's premises are offered solely as an accommodation to owners or trainers that race exclusively at race meets conducted by Thistledown. For each race meet, Thistledown will receive far more applications for stall space than it can physically accommodate. Therefore, some requests will be denied or only approved in part. Applicant understands and agrees that the granting or denial of stall space is at the sole and absolute discretion of Thistledown Management, subject to the applicable provisions of the Agreement between Thistledown and the Horsemen's Benevolent and Protective Association — Ohio Division, Inc.
2. Horses which have not finished 1st, 2nd, 3rd or 4th for $5,000 or less in their last (8) starts will not be eligible for stalls.
3. Maidens over five-years-old will not be considered.
4. Foal Registration Papers must be on file in the Racing Office to obtain a Published Workout.
5. The benchmark for performance is to maintain one (1) start-per-stall per month to keep allotted number of stalls. This will be strictly enforced.
6. Current past performances for each horse must accompany Stall Application.
7. You must be in good financial standing with Racing Office and all backside vendors to be considered for stalls.
8. All horses must have a negative Coggins test certificate to enter the stable area at Thistledown. This certification must be dated within the past (12) months.
9. Health certificates must accompany horses arrival (10) days out-of-state and (30) days in-state.
10. Equine Herpes Inoculation must be dated (10) days prior to the horse’s arrival.
11. Registration Certificates for all horses stabled on the grounds must be registered within the Racing Secretary's office no later than 72-hours upon arrival.
12. Proof of Workers' Compensation insurance must accompany the submission of this Application.
13. No trainer shall ship-in until verification of stall assignments have been issued. Only horses with assigned stall space will be allowed to enter stable area. No substitution of horses is allowed without prior notice to Racing Office.
14. Stall space is provided strictly for the race meeting identified on the face of this Stall Application.
15. No stalls are to be used as feed rooms without permission from the Stall Superintendent.
16. No foals of 2019 may be stabled on Thistledown’s premises.

**ATTENTION HORSEMAN:**

**BOTH SIDES OF THIS APPLICATION MUST BE FILLED OUT COMPLETELY AND SIGNED OR IT WILL BE RETURNED. BY SIGNING, APPLICANT HEREBY AGREES TO ABIDE BY ALL TERMS AND CONDITIONS CONTAINED HEREIN.**

**MAIL TO**: ThistleDown Racing Office Cleveland Area Dial:

 21501 Emery Road Office: (216) 475-1224
 Cleveland, Ohio 44128 Fax: (216) 662-3928

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 Signature Date

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 City, State, Zip Email

**TERMS AND CONDITIONS**

**Absolute Right to Exclude and Ban**

Thistledown shall have at all times and in its sole and absolute discretion the incontestable right to exclude and ban—with cause or without cause, and with or without notice—any and all persons and horses from Thistledown’s premises. Applicant expressly understands and agrees, on behalf of Applicant and his/her employees, agents, invitees, representatives and jockeys, that Thistledown possesses such right and may exercise such right.

**Anti-Slaughter Prohibition**

Any trainer or owner stabling a horse at Thistledown who directly or indirectly is part of the transport of a horse from Thistledown to a slaughterhouse or an auction house who sells horses for slaughter will be prohibited from having any stalls at Thistledown. This policy also applies to any action or actions related to the transport of a horse from Thistledown to a facility whose intended result is the horse's slaughter.

**Possession and Custody**

Possession and custody of horses stabled on Thistledown's premises is vested solely in the owner and/or trainer; no relationship of bailor/bailee exists between Thistledown and such owner or trainer. Applicant acknowledges that he/ she is solely responsible for the care, feeding, protection and the acts of the horses in Applicant's care or custody.

**No Affiliation with Thistledown**

Horses claimed by, or transferred or sold to, any person or stable that has not been allotted stalls at Thistledown 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 Thistledown.

**Multiple Trainers**

Owners shall not utilize more than two trainers stabled on Thistledown's premises without having obtained the prior written consent of the Racing Secretary.

**Authority to Search**

Applicant acknowledges that pursuant to Ohio Administrative Code 3769-2-01, security officers are authorized to search any stall, tack room, dorm room and feed room assigned to him/her. This includes all vehicles (while on Thistledown's premises) of the Applicant or any of the Applicant's employees.

**Hazards and Risks of Injury**

Applicant understands that there may be known and unknown hazards and serious risks of injury to Applicant and Applicant's agents, owners, employees, express invitees and to Applicant's or such persons' property incidental to accepting stalls at, practicing for, and participating in, thoroughbred horse racing on Thistledown's premises, and Applicant fully accepts all such hazards and risks of injury.

**Investigative Report**

Applicant understands that Thistledown may request, procure and use an investigative report 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 may include information as to the Applicant’s character, general representation, personal characteristics and mode of living. The Applicant has the right to make written requests within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

**Damage**

Applicant shall be responsible for any damage to and/or misuse of stalls, feed room, dorm rooms and tack rooms assigned to him/her for the use of his/her employees while on Thistledown’s premises. Applicant shall keep the area adjacent to his/her assigned barn and/or stalls clean and in good order. Applicant acknowledges and agrees that he/she is responsible for and will promptly pay for all damages to sleeping quarters, tack rooms, stables, barns and stalls, excluding normal wear and tear, caused by Applicant, his/her employees, agents and/or invitees or the horses Applicant stabled at Thistledown. Applicant further agrees that he/she will promptly pay a security deposit—in an amount determined solely by Thistledown—for such damages upon arrival at Thistledown.

**Licenses and Regulatory Conditions**

Applicant shall comply with all applicable laws and regulations and shall abide by the rules and regulations of the Ohio State Racing Commission (“OSRC”) and of Thistledown, including, but not limited to, these terms and conditions. Applicant shall abide by any decision of the OSRC, the Stewards and/or Thistledown with regard to disputes, claims and objections on all matters pertaining to racing, including the provisions of this Agreement. Applicant warrants that he/she and each of his/her employees are licensed by the OSRC, and that each of them shall have a validated picture license worn on their person at all times while on Thistledown’s premises. Applicant shall defend and indemnify Thistledown, its parent companies, subsidiaries, principals, owners, members, directors, officers, lessors, contractual indemnities, affiliates, employees, agents, representatives, licensees and customers (“Thistledown Group”) from and against any fines or penalties levied against Thistledown as a result of the failure of Applicant to comply with these terms.

**Insurance**

Applicant shall obtain and thereafter maintain in full force and effect with insurers acceptable to Thistledown, at a minimum, insurance coverage as follows: (a) workers' compensation coverage and employer's liability insurance with limits that are in compliance with the statutory limits required by the OSRC in accordance with the Ohio Rules of Racing for each accident for all employees performing work at Thistledown. The workers' compensation and employer's liability policies specified hereinabove shall be endorsed to provide non-cancellation without 30-days’ notice being given to Thistledown. Applicant agrees to provide Thistledown's Racing Office with a certificate of insurance for workers' compensation covering all stable employees and other labor before horses or employees arrive on Thistledown's premises. Applicant's obligation to defend, indemnify and hold Thistledown harmless as set out in this Agreement shall not in any manner be limited, altered or modified by these insurance requirements. All policies, with the exception of workers’ compensation, required to be obtained by Applicant under this Agreement shall name Thistledown, its parent companies, subsidiaries, officers, directors, managers, affiliates, agents and employees as additional insureds, and shall include a waiver of subrogation in favor of those parties listed hereinabove, and shall be primary as respects any other policy providing coverage to Thistledown Group.

**Advertising Rights**

Applicant agrees that Thistledown may televise or authorize or license the televising of horse racing conducted at its racing facility and accordingly it hereby reserves television rights, whether in connection with any race, preparation therefore, or ceremonies or proceedings thereafter, or training at Thistledown. This Agreement is made and executed on the conditions that, if required, consent is hereby given by Applicant, including a rider and/or jockey contracted by the owner or trainer to ride; and the owner, trainer, groom, jockey and all other employees of the owner coming within view of the television picture hereby agree to sign and deliver releases to Thistledown upon demand permitting such television and the exhibition thereof. However, nothing contained herein is intended to relate to, nor does it relate to, those rights governed by the Interstate Horse Racing Act of 1978. This authorization shall also apply to radio broadcasting and still photography.

**Violations and Sanctions**

If Applicant or any employee, representative or agent of Applicant violates the terms and conditions set forth herein, or of any rules and regulations posted by Thistledown, Thistledown reserves the right, in its sole, absolute and incontestable discretion and without prior notice, to exercise any or all of the following rights: (a) revoke any or all of the stabling privileges of Applicant (including stable privileges on Thistledown's premises for all horses in the care or custody of Applicant, regardless of which horses race exclusively at race meetings conducted by Thistledown) during the term of the current race meet; (b) refuse to grant any future stabling privileges to Applicant; (c) refuse any entry or revoke the acceptance of any entry of any horse by Applicant in any race during the current race meet; (d) refuse the transfer of any entry by Applicant during the current race meet; (e) charge Applicant for all costs incurred by Thistledown in connection with the stabling on Thistledown's premises of the horses in Applicant's care or custody during the current race meet; (f) revoke Applicant's privileges regarding Thistledown or Thistledown's premises; and/or (g) take any other appropriate action as determined solely by Thistledown. If Applicant is a trainer, none of the foregoing actions will be taken against any owner who, at the time, had horses with Applicant if the owner's horses were not involved in the activity giving rise to the violation and if such owner is no longer utilizing Applicant's services.

**Termination of Use**

Applicant shall be required to vacate all stalls allotted to him/her and to move all horses, equipment and personnel from Thistledown’s premises: (a) upon three (3) days’ notice from Thistledown for any reason, with or without cause; (b) within twenty-four (24) hours of a horse being sold or transferred to any person or entity that is not registered for racing at Thistledown unless said sale or transfer of ownership is approved by Thistledown; or (c) within seven (7) days after the conclusion of the 2020 race meet. Failure of Applicant to comply with the terms of this provision may result in Thistledown, at its option, having the horse or horses removed from Thistledown at Applicant’s expense.

**Indemnification**

Applicant shall indemnify and hold harmless Thistledown from and against any liability, loss, claim, damage or expense (including reasonable attorney's fees) which result from: (a) any loss, damage, death or injury of any kind to Applicant, Applicant's employees, agents, invitees, jockeys, and/or members of the respective family, property and/or animals of each of them, whether such injury, loss, death or damage is caused by the condition of the Thistledown premises and/or any negligence or fault of Thistledown Group, or from any other cause; (b) Applicant’s failure to obtain and maintain all required licenses, permits and approvals of government authorities to perform the duties herein; and (c) any claim by any individual retained or employed by Applicant related to allegations of unpaid wages owed to any said individuals or agents or any third party. All indemnification provisions in this Agreement shall survive termination of the Agreement.

Thistledown and Applicant each shall be liable for their own acts and omissions as well as those of their respective agents and employees to the same extent as would be provided at law without this provision.

**Severability**

The enforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

**Warranty of Authority**

Applicant warrants that he/she is authorized and has authority to execute this Agreement on behalf of his/her respective entity or as agent therefore.

**Governing Law**

This Agreement shall be governed and interpreted by the laws of the State of Ohio. Venue shall solely lie in the Cuyahoga County Court of Common Pleas.

**Assignment**

Thistledown may assign any of its obligations, rights or interests under this Agreement without Applicant's consent. Applicant may not assign or subcontract any of its obligations, rights or interest under this Agreement without the prior express written consent of Thistledown. This Agreement shall be binding on all successors and permitted assignees of Thistledown and Applicant.

**No Party Deemed Drafter**

In the event this Agreement is construed by a court of competent jurisdiction, such court shall not construe this Agreement or any of its provisions against any of the Parties as the drafter.

**No Waiver of Rights**

Either party's failure to enforce a right does not constitute a waiver to enforce that same right in a future occurrence.

**Professional Conduct**

Applicant agrees for himself/herself and their employees, representatives and agents to conduct themselves in a dignified, professional and lawful manner at all times.

**Responsibility for Conduct**

Applicant agrees to be responsible for the conduct of each and every one of Applicant’s employees and/or any person or persons in his/her charge or control, any person, firm or corporation contracting with him/her, and each and every person to whom a pass is granted on this application and Applicant undertakes that upon termination of the employment of any such employee or upon any person hereinbefore mentioned ceasing to be under his/her charge or control or upon ceasing to be in contract with any such person, firm or corporation, the pass, if any, of any such person will be forthwith delivered to Thistledown for cancellation. All employees must be fingerprinted and wear identification badges visibly.

**Stabling and Training Rules**

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

**Entire Agreement**

The Stall Agreement contains the entire understanding and agreement between the Applicant and Thistledown with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings with respect to such subject matter.