



## LOS ANGELES TURF CLUB STALL APPLICATION CONDITIONS APPLICABLE TO OCCUPATION OF STALL SPACE AT SANTA ANITA PARK

The undersigned trainer applicant ("Applicant") hereby agrees to each of the following terms and conditions in consideration for permission of Los Angeles Turf Club, Incorporated ("LATC") for the stabling of horses being trained by the undersigned at Santa Anita Park during the race meeting identified on the face of this application:

1. LATC reserves the right immediately, to: (a) refuse this application for stable space in whole or in part; (b) refuse to accept of any entry in any race; (c) exclude Applicant from participating in racing and/or training at the race meeting; or (d) refuse the transfer of an entry; provided, however, LATC's decision to exercise its rights under (a), (b), (c) or (d) shall be made in accordance with California law.
2. 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.
3. After submission of this application for stalls, Applicant shall notify LATC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.
4. Applicant has inspected the stalls at Santa Anita Park and is familiar herewith and agrees to accept any stalls assigned pursuant to this application. Such stalls shall be made available to Applicant in an appropriate condition for stabling.
5. Applicant agrees to vacate any stalls assigned at Santa Anita Park and to remove all horses, equipment, and personnel from the premises of Santa Anita Park within three (3) days after being requested by LATC to do so; provided, however, that LATC's decision to exercise its rights under this section shall be made in accordance with California law.
6. Applicant represents that Applicant has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board, all conditions applicable to the racing meet identified on the face of this application, and the rules of LATC which shall be published from time to time in the condition book(s), and agrees to be bound by and comply with the same. Applicant understands that the California Horse Racing Board may be represented by the Board of Stewards who have the authority, under the racing rules, to issue orders concerning Applicant. 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 LATC. Applicant represents that Applicant is duly authorized to represent the owners of the horses listed on this Stall Application for all matters where Applicants is acting as an agent for such horse owners. 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.
7. Applicant shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to LATC within five (5) days of any change to the list.
8. All disputes, claims, and objections arising out of racing, or with respect to interpretation of any rules or conditions of racing, shall be decided by the Board of Stewards of the meeting or the California Horse Racing Board. Subject to all legal rights including appeal, Applicant agrees to accept and abide by all decisions of such officials.
9. In all stakes, acceptances may be made only through the entry box at 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.
10. LATC reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. LATC reserves the right to divide the added money for any stake which is run in more than one division.
11. Horses claimed by, transferred to, or sold to, any person or stable which is not registered for racing at Santa Anita Park must be removed from the grounds within twenty-four hours after they are claimed, transferred, or sold unless their continued presence is approved by LATC in writing.
12. **LATC will in no event be considered to have responsibility for the care, custody, or control**

**of horses kept at Santa Anita Park while in assigned stalls or on the training track, or any racing surface, or elsewhere. Applicant assumes full responsibility for the safety and well-being of all horses stabled by them at Santa Anita Park, 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 take 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 their employees, or if Applicant believes that such condition should be remedied by LATC, promptly calling to the attention of LATC in writing, any such hazardous condition.** Applicant further agrees to properly supervise all their 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 LATC 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. Applicant agrees to be responsible and pay LATC for any damage to tack rooms assigned to Applicant caused by Applicant, Applicant's employees, agents, or invitees. LATC shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Applicant or Applicant's employee or agent shall notify LATC if the smoke detector's battery is low and needs to be replaced. LATC shall be responsible for making all necessary repairs or replacements to said smoke detectors. LATC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

**13. Applicant assumes all risks related to participating in thoroughbred horse racing at Santa Anita Park.**

14. Each party to this stall application shall be liable for its own acts and omissions as well as those of its agents and employees to the same extent as would be provided at law without such provision. **Applicant shall not directly or indirectly participate in the transport of any horse from Santa Anita to either a slaughterhouse or an auction house engaged in selling horses for slaughter.**

15. Stalls occupied by horses shall not be padlocked at any time. Tack rooms must not be locked when occupied. Applicant, or one of Applicant's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. LATC 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. LATC agrees to notify CTT within 24 hours of any such entries.

16. In making this application for stalls or to otherwise participate in thoroughbred racing, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.

17. Applicant's stable personnel shall continue to be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security and the like. The Applicant acknowledges that Applicant's stable personnel are employees of the Applicant and that no employment relationship exists between such stable personnel and LATC. Applicant agrees to indemnify and hold harmless LATC and its affiliates against any and all claims, liabilities, costs, losses, damages, and attorneys' fees arising (including cost of any appeals) out of any failure by Applicant or Applicant's agents, employees, and invitees to comply with applicable law.

18. A public or private auction or a horse shall not be noticed, advertised, nor conducted on the grounds unless written consent is first obtained from LATC, which consent will not be unreasonably withheld, if in the sole judgment of LATC the Seller has taken reasonable steps to ensure the safety of the public, patrons, and backside workers and the auction does not interfere with the orderly course of racing, training, or the business of LATC.

19. Applicant shall be responsible for complying with all OSHA regulations as they may pertain to Applicant's employees. LATC shall provide to each Applicant a copy of its Track Emergency Action Plan.

20. If horses accepted for racing at Santa Anita Park are assigned to another training facility, then the provisions of this application shall also apply to such other facility.

21. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party (e.g., jockeys, owners, the CTT, etc.) other than LATC or Applicant. Except for LATC and Applicant, no party (e.g., jockeys, owners, CTT, etc.) shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

22. Applicant acknowledges that the restricted areas of Santa Anita Park, including, without limitation, the area commonly referred to as the "backside," which includes, without limitation, the barns, shed rows, feed sheds, tack rooms, stalls, stakes barn, and receiving barn is under continuous recorded video surveillance. Applicant hereby consents to such continuous recorded video surveillance. Applicant hereby acknowledges that Applicant has no expectation of privacy except in bathrooms and living quarters. Applicant further acknowledges that LATC will make copies of the footage available to the CHRB and all law enforcement agencies upon reasonable request from the CHRB or such law enforcement agencies. Additionally, Applicant acknowledges that LATC shall make copies of the footage available pursuant to the terms of a valid subpoena or order issued by a court of competent jurisdiction or by a governmental body. Tampering with the video surveillance equipment is prohibited and may result in a fine and/or expulsion from Santa Anita Park.

### 23. WATER USAGE WARNING:

1. Santa Anita is cooperating with the City of Arcadia to reduce water usage. We request all backside personnel to minimize water usage. Routine inspections may be made to determine if there is excessive use, such as unattended flowing hoses and similar practices. Failure to exercise water saving practices may result in denial of access to or removal from the stable area.

### 2021-2022 Winter/Spring Meet Testing Policy & Procedures

The Los Angeles Turf Club 2021-2022 Winter/Spring Meet in association with the C.H.R.B. is entitled to perform physiological tests consisting of the taking of blood samples from owners' horses entered in races to be conducted at the 2021-2022 Winter/Spring meet. It is the understanding of the parties that such samples will be tested for bicarbonate levels. Trainers of horses showing a total carbon dioxide (TCO2) of 37 millimoles per liter of plasma or more shall be subject to the following actions:

a. 1st Offense – For the first test that results in a total carbon dioxide (TCO2) of 37 millimoles per liter of plasma or more, the registered trainer of such horse may have his/her barn, and all owners' horses stabled therein, subject to "earned surveillance" for a period of 45 days from the date of the infraction. Such earned surveillance will be conducted at the Los Angeles Turf Club sole discretion, and may include, but not be limited to, the placing of surveillance cameras with recording devices in any locations within that barn that Los Angeles Turf Club deems necessary and appropriate to ensure the integrity of racing. Additionally, owners' horses entered by said trainer anytime within a period of 30 days after notification of the first offense, may be subject to confinement in a detention barn beginning at noon on the day before said horse is scheduled to compete. Such detention barn will be established at management's sole discretion, with the costs of such detention/surveillance including, but not limited to, \$150.00 for security and \$25.00 for stall renovation per horse/entrant, being borne by the trainer or owner of such horse.

b. 2nd Offense – For the second test that results in a total carbon dioxide (TCO2) of 37 millimoles per liter of plasma or more, the registered trainer of such horse shall be prohibited from entering any owners' horse within his care in a race for a period of 15 race days.

c. 3rd Offense – For the third test that results in a total carbon dioxide (TCO2) of 37 millimoles per liter of plasma or more, the registered trainer of such horse shall be expelled from Los Angeles Turf Club grounds for a period of one year, and shall further be precluded from entering any owners' horses within his care for the balance of Los Angeles Turf Club 2021 Autumn meet.

**Your signature below indicates that you have read the above policy and understand the consequences if a horse under your care tests positive.**

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

TRAINER'S SIGNATURE\*

Workers' Compensation Insurance Carrier

Policy Number

Date of Expiration

Address of Carrier

**\* EACH APPLICATION MUST BE SIGNED SEPARATELY**

**RACING OFFICE  
FAX (626) 446-5803**

**APPLICATIONS  
ARE DUE  
MON., NOV. 22**