

2015-2016 Cal Expo Harness Racing

STALL APPLICATION



CAL EXPO HARNESS RACING 2015-2016 STALL APPLICATION This Stall Application must be filled out **IN FULL** to receive consideration for the granting of stalls, no exceptions. Please mail this completed application to: 25 Cadillac Drive, Suite 201, Sacramento, CA 95825 Attn: Racing OR Fax to (916) 263-7947 OR hand deliver to the Racing Office OR email to Kate@GoldenBearRacing.com PRIOR TO August 5, 2015. Cal Expo reserves the right to deny stalls or tack rooms to any racing participant.

Horse(s) Name	Color, Sex, Age	Track & Date of Last Start	Claiming/Class Condition	Check if Cal-Sired	Owners Name & Address
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

TRAINER NAME: _____
 ADDRESS _____
 PHONE: _____

TOTAL NUMBER OF STALLS REQUESTED: _____

FOR OFFICE USE ONLY / DATE:

Application Received: _____

Accepted: _____

Rejected: _____

Hold: _____

Date Notified: _____



Operating Harness Racing at Cal Expo
Managed By Golden Bear Racing, LLC

Watch and Wager

TERMS AND CONDITIONS OF STALL AGREEMENT

The undersigned owner ("Applicant") of the horses identified on the front page of this agreement hereby makes application to the principal, as defined below, for a permit to use stalls and facilities of CAL EXPO for said horses during the **2015/2016 Fall, Winter, Spring race meet**. As used herein, the term "principal" shall mean Watch and Wager. In consideration for granting use of the stall space and other facilities and the furnishing of various services by the Principal, the Applicant does hereby covenant and agree as follows:

IMPORTANT – READ CAREFULLY

1. Applicant or his/her agent shall file with the State Veterinarian a health Certificate for each horse shipped to CAL EXPO. Applicant must also submit a negative Coggins test for each horse before arrival.
2. All owners, drivers, trainers, grooms and other participants must be licensed by the California Horse Racing Board ("the Board") and shall abide by the rules and regulations of the Board as well as the Principal and all applicable local, state and federal statutes.
3. Neither the Principal nor any of its officers, directors, employees or agents shall be liable or responsible, under any circumstances, for any loss, death, injury or damage suffered by Applicant or his/her trainers, drivers, grooms or other employees and agents while on the premises of CAL EXPO or any loss, death, or injury or damage to Applicants horses while on the grounds of CAL EXPO. All risks involved in connections with or arising out of the utilization of the stalls and other of Principal's facilities by the Applicant, his/her trainers, drivers, grooms or other employees and agents shall be assumed by the Applicant. Applicant agrees to defend, save harmless and indemnify the Principal from all claims, lawsuits and liabilities resulting from any death, injury, loss, or damage to the person or property of the Applicant his/her trainers, drivers, groom, agents, employees, contractors or any other person rendering service to the Applicant in the use of Principal's premises.
4. Principal reserves the right to reject any application not deemed in the best interest of harness racing.
5. Applicant, upon receiving stall space or upon entering horses for racing purposes, agrees that he/she and his/her agents and contractors shall be bound by any written agreement between the Principal and the California Harness Horseman's Association (the CHHA) including, but not limited to, the distribution of purse money to the said CHHA for insurance, welfare, administration or any other contractual purposes and further, the Applicant or his/hers contractors agree said contractual agreement although they may not be members of the CHHA and may not benefit directly or indirectly.
6. The Applicant shall keep clean all stalls, stable area, tack rooms and living spaces which are assigned for his/her use. The Applicant consents to periodic inspection of facilities allotted to him/her by the Principal. Any damage caused by such accommodations and quarters will be repaired by the Principal and the Applicant shall be responsible for the cost of such repairs. Applicant is further responsible for damage caused to solar panels on the Applicant's barn.
7. Manure shall be placed in the manure containers and the stable area of the Applicant shall be kept free of debris.
8. The granting of stalls and tack room(s) in agreement shall not constitute a lease of space but a revocable license only. Applicant agrees that this license may be revoked by the Principal upon 24 hours notice.
9. Applicant agrees that the Principal may assign stalls or other accommodations to any or all of the horses listed hereon by the Applicant and the Applicant hereby authorizes the Principal to cross out the name of any or all of the horses listed hereon to which the Principal does not wish to assign stall space or other accommodations and to assign stall space or other accommodations only to horses whose names are not crossed out. Applicant agrees to be bound by the items and conditions of the agreement as set forth herein, even though agreement may be altered by the Principal crossing out names of any horse listed, just as if the Applicant had signed this agreement without listing the horses so crossed out.
10. No changes or substitutions in horses occupying stalls shall be made without notifying the Principal and permission to do so by the Principal.
11. Principal reserves the right to change the terms and conditions of racing set forth herein, to determine racing dates and times, and to determine whether to conduct racing during part or all of the current year.
12. The granting of stalls constitutes acceptance of Principal's detention barn policy for stakes races and high TCO2 tested horses. By signing this agreement, applicant also hereby agrees to any and all Watch and Wager pre/post race urine or blood testing of horses in their care and if directed for any reason by Watch and Wager Management, shall report to the detention barn at a prescribed time on any race day and shall race out of the detention barn.

- 13. Cooking and smoking are prohibited in the stable and paddock area. Neither Principal nor any of its officers, directors, employees or agents is liable for loss, death, injury or damage by fire, theft or accident to persons, animals, equipment, vehicles or any property while on the premises of CAL EXPO.
- 14. All parties agree to abide by CAL EXPO Animal Policies. These policies are part of the Horsemen's Agreement between Watch and Wager AND CHHA.
- 15. This agreement shall cover any horses the Applicant acquired during the terms of the agreement.

APPLICANT:

Signed:

PRINCIPAL:

By: Robin Schadt, Race Secretary

Printed Name: _____

Address _____

Phone _____

NOTE: If this application is signed other than by the owner of each of the horses named on the face side of hereof, the person signing this application represents **THAT HE/SHE IS AUTHORIZED BY SUCH OWNER** to sign such Applicant as agent and further represents that he/she has signed this Application as agent on behalf of such owner.



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2015/16 STALL APPLICATION ADDENDUM

By my signature below, I represent that I am authorized by the owners of all horses in my care to represent their interest in those horses, and I hereby agree to the following:

- Any TCO2 positive tests will result in the sanctions and penalties handed out by the CHRB as attached. Any horse in my care whose TCO2 test results above the CHRB outlined threshold levels shall be subject to the detention barn for every start the horse makes for 3 starts after the post race positive result. The trainer of record shall have \$200 deducted from their paymaster account for each of the 3 starts the racehorse races out of the detention barn. The funds will be utilized to offset the costs of the detention barn guards and the clean up of the stalls. All horses must be in the detention barn by 12:00 Noon on the day of their race and will be notified of this procedure.
- Watch and Wager Management reserves the right to randomly select races on any racing night in which all or some horses scheduled to compete in those randomly selected races shall be taken to and housed in the detention barn by Noon of the selected racing day. The random races selected shall be announced in the barn area on the barn area public address system and will be posted on the Racing Office window by 9:00 AM each racing day this policy is in effect. Applicant also hereby agrees to any and all Cal Expo pre/post race urine or blood testing of horses in their care and if directed for any reason by Watch and Wager Management, shall report to the detention barn at a prescribed time on any race day and shall race out of the detention barn. **IT IS THE RESPONSIBILITY OF THE TRAINER TO DETERMINE IF ANY HORSES IN THEIR CARE NEED TO BE IN THE DETENTION BARN BY NOON OF THE SELECTED RACING DAY.**
- Any trainer who has any horses found by and in the opinion of Watch and Wager management not to be cared for in a proper manner, shall, upon notification by Watch and Wager management remove all of their horses from Cal Expo grounds. The following factors will be utilized but not limited to determine if the horse has not been cared for:
Water bucket empty, stall not cleaned or without enough bedding, malnourishment, hooves not trimmed, and/or evidence of physical abuse.

Printed Name:

Signature: _____

Date:

2015/2016 Cal Expo Backstretch Water and Waste Management Agreement

This agreement is a required addendum to the stall application and conditions of the stall agreement. No Stall agreement is valid without execution of this agreement.

Grounds/Stable Area Maintenance

- Applicant agrees to be responsible for cleaning the areas in and around assigned stalls.
- Responsibility shall extend from the center line of the area between the barns to the edge of each asphalt road.
- The area shall be kept clean at all times from any shavings or manure droppings.
- Applicant shall be responsible to ensure that all waste shavings and manure is transported to the waste handling buildings and that there is no spillage of any kind.
- At no time may waste shavings or manure be dumped outside the waste facility.
- Water runoff to the roadway is strictly prohibited.
- Washing of horses and equipment may be done in designated wash bays only.
- Nozzles are required on all hoses.
- Sun/Turnout pens must be kept clean at all times.
- Manure must be dumped as far back in the bin as possible (no short dumping).

Enforcement

- Violation of procedures will result in written warning.
- Two written warnings are grounds for stall agreement revocation.
- Applicants are liable for penalties imposed by any county, state or federal agencies for violation of storm water practices.
- Applicant agrees to follow the above practices along with new requirements as they develop.

Applicant

Signed: _____

Printed Name: _____

Date: _____