

2011 STALL APPLICATION

(Saturday, April 30th thru Saturday, November 5th)

Stall Applications are due Thursday, March 3rd, 2011

Phone: (800) 441-6587 – (302) 994-2521

Fax: (302) 993-8952 or (302) 993-8965

Mail to: Stall Committee @ Delaware Park

777 Delaware Park Blvd.

Wilmington, DE 19804

A negative Coggins test issued in the past twelve (12) months must be presented for each horse no later than arrival date of the horse upon Delaware Park’s premises with no exceptions.

All horses entering the grounds of Delaware Park are required to present a “Certificate of Vaccination” for Equine Influenza and Rhinopneumonitis (EVH) seven (7) to ninety (90) days prior to entry and a Health Certificate within the past ten (10) days.

NOTICE – Due to limited availability, Delaware Park does not guarantee. But will do its best to accommodate your bedding and hot walker preferences.

I prefer to use a hot walking machine Yes _____ No _____

I prefer to bed on Straw _____ Shavings _____

Stabling Eligibility:

Horses will not be eligible to stable at Delaware Park:

- Which have started for less than \$4,000, unless they have finished 1st, 2nd or 3rd for \$4,000 or more since starting for less than \$4,000.
- Maidens which have started for less than \$6,500, unless they have finished 2nd, 3rd or 4th for \$6,500 or more since starting for less than \$6,500.
- All Foal Certificates must be on file with the Horse Identifier. (To receive a Date Preference a current Coggins must accompany the Foal Certificate.)
- Proof or Confirmation of Worker’s Compensation and General Liability.
- No pony with stables less than ten (10).

WORKER’S COMPENSATION PROVISION:

- All horsemen racing at Delaware Park are required to have a certificate of insurance for worker’s compensation covering stable employees and contract jockeys in the state of Delaware.
- General Liability policy, farm owner’s policy and/or stable liability policy, as applicable – \$1,000,000 per occurrence/\$2,000,000 aggregate, with Delaware Park Management Company, LLC and Delaware Racing Association named as additional insureds.
- All certificates shall provide that Delaware Park shall receive at least thirty (30) days advance notice by the insurer of any cancellation or material change in coverage.

DELAWARE  PARK

RACETRACK ♦ CASINO ♦ GOLF

THE DELAWARE VALLEY’S PREMIER RACETRACK AND GAMING VENUE

In making this application to participate in racing, it is understood that an investigative report may be made 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 acquainted. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living, which may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. Having read all the terms and conditions in this application, including those on the reverse side of this page, I hereby apply for stable accommodations for the horses listed herein, and my acceptance and use of the stalls assigned to me shall be deemed my approval and agreement to each of the terms and conditions stated in this application and to abide by all rules and regulations, present and future, of Delaware Racing Association (dba Delaware Park), and all the conditions contained in this application. **Including those on the reverse side of this page.**

THIS IS NOT A LEASE OF ANY SPACE BUT IS MERELY A REVOCABLE LICENSE OR PERMIT ON THE TERMS AND CONDITIONS STATED. ACCEPTANCE OF STALL SPACE BY A TRAINER CONSTITUTES ACCEPTANCE OF TERMS AND CONDITIONS OF APPLICATION. ANY STALLS NOT OCCUPIED WITHIN THE FIRST TEN (10) DAYS OF THE MEET WILL REVERT BACK TO DELAWARE PARK.

Trainer: _____ Signature of Trainer & Date: _____

Address: _____ City, State & Zip: _____

Mobile Phone:(_____) _____ Current Phone:(_____) _____ Email: _____

Expected Arrival Date: __/__/__ Departure Date: __/__/__ **No more than 20% turf horse(s) and/or two year olds will be allotted in any stable.**

	Name of Horse (If Unnamed, List Dam)	Sex Age	Del Cert	Turf Only	Classification	Date of Last Start	Owners Address & Phone (*All Interests*)
1							
2							Register all vans & vehicles at the stable gates.
3							
4							Due to Federal EPA Regulations NO washing machines will be allowed.
5							
6							
7							The application will not be considered without attachment of proof of insurance.
8							
9							
10							Only horses listed on the stall application will be considered.
11							
12							
13							Any changes must be reported to the stall committee prior to arrival.
14							
15							NO EXCEPTIONS
16							
17							Horses claimed, sold or transferred at Delaware Park will not guarantee a stall.
18							
19							
20							

STALL APPLICATION

CONDITIONS APPLICABLE TO OCCUPATION OF STALL SPACE AT DELAWARE PARK

The undersigned Trainer Applicant hereby agrees to each of the following terms and conditions in consideration for permission of Delaware Racing Association (here after "Delaware Park"), for the stabling of horses being trained by the undersigned at Delaware Park.

1. Delaware Park reserves the right without notice to the Applicant, (a) to refuse this application for stable space in whole or in part, or (b) to refuse the entry or the acceptance of any entry in any race or (c) to refuse the transfer of an entry for any cause.
2. **The Applicant shall enter and race the horses listed hereon which have been assigned free stall space by Delaware Park in all races for which they qualify and are eligible unless the Racing Secretary agrees otherwise in accordance with good horsemanship.**
3. After submission of this application for stalls, the undersigned shall notify Delaware Park immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.
4. Applicant agrees to vacate any stalls assigned at Delaware Park and to remove all horses, equipment and personnel from premises of Delaware Park within three days after being requested to do so. If an Applicant does not leave as requested, rent per stall of \$8.00 per day per horse will be imposed and the Applicant will not have use of the main or training tracks.
5. The undersigned Applicant represents that the Applicant is familiar with and has read the Rules of Racing and Regulations of the Delaware Thoroughbred Racing Commission and all conditions applicable to the racing meet identified on the face of this application, as well as the rules and regulations of Delaware Park, and agrees to be bound by and to comply with the same. Applicant represents that the owners of all horses listed on this application have authorized Applicant to sign this application and have agreed that the conditions stated herein will apply to them and to their horses being trained by Applicant. 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.
6. 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 Stewards of the meeting or the Delaware Thoroughbred Racing Commission. Subject to all legal rights of appeal, Applicant agrees to accept and abide by all decisions of such officials.
7. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests while riding or exercising horses according to the requirements of the Delaware Thoroughbred Racing Commission.
8. **All horses entering the grounds of Delaware Park are required to present a "Certificate of Vaccination" for Equine Influenza and Rhinopneumonitis (EVH) seven (7) to ninety (90) days prior to entry and a Health Certificate within the past 10 days. All horses (including ponies) are required to have a negative coggins test certificate issued within the past 12 months.**
9. Delaware Park reserves to itself the exclusive right and sole discretion to enter, modify, alter or change the physical condition or use any of its facilities, wherever located on the premises. Further, Delaware Park reserves the right and sole discretion to reduce the number of stalls assigned and/or change the locations of these stalls assigned to the undersigned.
10. Delaware Park will in no event be considered to have responsibility for the care, custody or control of horses kept at Delaware Park or elsewhere. Applicant assumes full responsibility for the safety and well-being of all horses stabled by Applicant at Delaware 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 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 Applicant's employees, or if Applicant believes that such conditions should be remedied by Delaware Park, promptly calling to the attention of Delaware Park in writing, any such hazardous condition.
11. Applicant agrees that neither Delaware Park, nor its officers, employees, agents shall be liable for any loss, damage, death or injury of any kind to Applicant, Applicant's employees, agents, invitees or 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 Delaware Park premises and/or any negligent act or omission by Delaware Park, its officers, employees, or agents, or from any other cause, and Applicant hereby specifically and knowingly assumes all the aforesaid risks of such injury, loss, death or damage fully and completely.
12. Applicant shall indemnify and hold harmless Delaware Park, its officers, employees and agents from any and all liabilities, claims and demands for damages, injuries, 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 of Delaware Park by Applicant, his employees, agents, jockeys, owners/clients, members of their respective families, their property and animals owned by or under the control or care of any of the foregoing, whether or not such claims are based upon Delaware Park's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of Delaware Park, and Applicant shall defend, at his costs, any claim or suit which may arise out of or in connection with or relative to the foregoing and to pay all attorneys fees and expenses in connection therewith.
13. Stalls occupied by horses shall not be padlocked at any time. Tack room must not be locked when occupied. Occupied stalls must always be attended. Delaware Park reserves the right to conduct searches of the stall areas, including tack rooms. Such searches may be conducted at any time, without prior notice to Applicant or occupants.
14. Water consumption will be monitored in the Delaware Park stable area. All faucets must be turned off when not in use. Automatic shut-off nozzles must be used on all hoses. It is illegal to use household extension cords in the stable area-- 3-prong, grounded extension cords must be used. No washing machines, biodegradable soap only. Violators will be subject to stall allocation revocation.
15. There will be a \$250.00 deposit for bunkhouse rooms, and a \$20.00 key deposit. Deposits will be refunded at the conclusion of the season providing the bunkhouses are maintained, to the satisfaction of Delaware Park, and the key returned. Periodic inspections of bunkhouses may be conducted during the racing season.
16. **All horses entering Delaware Park stable area will be verified to agree to your stall application. Upon the arrival of any horse at Delaware Park, its foal registration certificate must be filed with Horse Identifier. Violators will be subject to stall allocation revocation.**
17. Balanced stall applications will receive priority consideration. The allotment of maidens will be on the basis of a balanced stable. No more than 20% turf horses or two-year-olds will be allotted in any stable.
18. No dogs will be allowed in the Delaware Park stable area.
19. No Pony stalls for stables of less than ten horses.
20. **The use of free stall space is granted with the provision that all horses approved to stable at Delaware Park are sound and ready to race. Only those horses listed and approved on the stall application will be allotted stalls. Attempts to substitute horses must be approved in advance or they will not be approved to enter the stable area. The Applicant agrees to inform the Racing Secretary if any approved horse(s) subsequently become injured, ill, removed from training, or for any other reason become unable to race during the racing season. Stalls not occupied revert back to Delaware Park. No one is allowed to loan out stalls.**
21. No round pens.
22. Only Licensed Veterinarians authorized by the State Veterinarian may have instruments on the grounds for Shock Wave Therapy.
23. Shavings stalls will be dispersed on a limited basis. Inquire with Stall Superintendent.
24. Oat cookers must be used with a metal container. Cause of fire subject to immediate revocation.
25. All trainers are required to carry worker's compensation insurance and general liability.
26. **Due to Federal EPA regulations, all horses must be bathed on the designated wash pads.**