

Delaware Park 2018 STALL APPLICATION

OPENING DAY - Wednesday, May 30th, 2018

CLOSING DAY - Saturday, October 20th, 2018

Barn Area Opens - Thursday, March 1st, 2018

March Arrival Applications due – Thursday, Feb 8th, 2018

All Other Stall Applications due – Sunday, April 15th, 2018

Phone: (302) 994-2521 x 7282 or 7341

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

Mail to: Stall Committee @ Delaware Park

777 Delaware Park Boulevard

Wilmington, DE 19804

Barn Area Closes – Monday, December 31st, 2018

NOTE: Please contact the Stall Office (x7282) for stabling arrangements.

In submitting this application to participate in racing and stable horses, 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 DRA), 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, BY HIMSELF AND ON BEHALF OF HIS PRINCIPAL OWNERS. ANY STALLS NOT OCCUPIED WITHIN THE FIRST SEVEN (7) DAYS OF THE MEET WILL REVERT BACK TO DELAWARE PARK. DO NOT SHIP HORSES TO DELAWARE PARK WITHOUT STALL CONFIRMATION.

Trainer: _____ Email: _____ Current/Mobile Phone: _____

Address: _____ City, State & Zip: _____

| | Name of horse (If Unnamed, List Dam) | Sex / Age | Del. Cert. | Classification | Date of Last Start | Owners Address & Phone (*All Interests*) |
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Eligibility:

Horses will not be eligible to race or stable at Delaware Park:

- 1) Which have started eight (8) or more times consecutively
Without finishing 1st, 2nd, 3rd, 4th or 5th. **(Stakes and Handicaps exempt)**
- 2) Maidens eight (8) years of age or older and horses over twelve (12)
Years of age will not be eligible for stall space or permitted to start.
- 3) Without Proof of Worker’s Compensation and General Liability.

Worker’s Compensation and General Liability Provisions:

- I) 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.
- II) General Liability Policy, farm owner’s policy and/or stable liability policy, as applicable -- \$1,000,000 per occurrence / \$2,000,000 Aggregate / \$10,000 Medical, with Delaware Park Management Company, LLC and Delaware Racing Association named as additional insureds.
- III) 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(s) in coverage.

ALL APPLICATIONS MUST BE COMPLETED AND SIGNED ON THE REVERSE SIDE.

STALL APPLICATION

CONDITIONS APPLICABLE TO THE RIGHT TO STABLE HORSES 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 right to stable horses at Delaware Park.

1. For good cause as determined solely by Delaware Park, 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. 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.
3. 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.
4. 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.
5. 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.
6. 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 one hundred twenty (120) days prior to entry and a Health Certificate within the past ten (10) days. All Horses (including ponies) are required to have a negative coggins test certificate issued within the past twelve (12) months. Any updated medical paperwork should be immediately turned into the stall office.
7. 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.
8. 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.
9. 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.

10. 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.
11. Stalls occupied by horses shall not be padlocked at any time. 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.
12. All horses entering Delaware Park stable area will be verified to agree to your stall application and/or must have pre-approval from the Racing Secretary's Office. All changes must be noted upon entry. Upon the arrival of any horse at Delaware Park, its foal registration certificate must be filed with the Horse Identifier. Violators will be subject to stall allocation revocation.
13. 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.
14. Only Licensed Veterinarians authorized by the State Veterinarian may have instruments on the grounds for Shock Wave Therapy.
15. Manure, Straw and Shavings/Sawdust Must be deposited into the proper roll-off container. Spillage, Overflow or Failure to place these materials completely inside the roll-off containers IS NOT acceptable. Failure to adhere to this policy could result in loss of stalls. Shavings stalls will be dispersed on a limited basis. Inquire with Stall Superintendent.
16. Oat cookers must be used with a metal container. Cause of fire subject to immediate revocation.
17. All trainers are required to carry worker's compensation insurance and general liability.
18. Due to Federal EPA regulations, all horses must be bathed on the designated wash pads, biodegradable soap only.
19. It is the trainer's responsibility to keep all trash picked up outside of assigned stalls and bunkhouse rooms. Wash station areas shall be kept free of horse manure and debris at all times.
20. No Firearms Permitted on the Premises.

Trainer Signature

Date

DELAWARE PARK

STABLE AREA AND RACING HOUSE RULES.

ALL PARTICIPANTS MUST COMPLY WITH THE FOLLOWING:

1. THE APPLICANT SHALL ENTER AND RACE THE HORSES LISTED ON THE STALL APPLICATION WHICH HAVE BEEN ASSIGNED FREE STALL SPACE BY DELAWARE PARK IN RACES WHICH THEY QUALIFY AND ARE ELIGIBLE UNLESS THE RACING SECRETARY AGREES OTHERWISE IN ACCORDANCE WITH GOOD HORSEMANSHIP.
2. ALL HORSES ENTERING THE GROUNDS OF DELAWARE PARK ARE REQUIRED TO HAVE A VALID "CERTIFICATE OF VACCINATION" FOR EQUINE INFLUENZA AND RHINOPNEUMONITIS (EVH) SEVEN (7) TO ONE HUNDRED TWENTY (120) DAYS PRIOR TO ENTRY AND A HEALTH CERTIFICATE WITHIN THE PAST TEN (10) DAYS. ALL HORSES INCLUDING PONIES ARE REQUIRED TO HAVE A NEGATIVE COGGINS TEST CERTIFICATE ISSUED WITHIN THE PAST TWELVE (12) MONTHS. THESE DOCUMENTS MUST ACCOMPANY THE HORSE(S)/PONIES FOR ENTRY TO THE STABLE AREA.
3. 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.
4. 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.
VIOLATORS WILL BE SUBJECT TO STALL ALLOCATION REVOCATION.
5. DUE TO FEDERAL EPA REGULATIONS, ALL HORSES MUST BE BATHED ON THE DESIGNATED WASH PADS, BIODEGRADABLE SOAP ONLY.
6. IT IS THE TRAINER'S RESPONSIBILITY TO KEEP ALL TRASH PICKED UP OUTSIDE OF ASSIGNED STALLS AND BUNKHOUSE ROOMS. WASH STATION AREAS SHALL BE KEPT FREE OF HORSE MANURE AND DEBRIS AT ALL TIMES.
7. NO WASHING MACHINES, ROUND PENS & WINDOW A.C. UNITS IN BUNKHOUSES. VIOLATORS WILL BE SUBJECT TO STALL ALLOCATION REVOCATION.
8. THERE WILL BE A \$250.00 DEPOSIT FOR BUNKHOUSE ROOM. DEPOSITS WILL BE REFUNDED BY REQUEST AT THE CONCLUSION OF THE SEASON PROVIDING:
 - A) BUNKHOUSES ARE MAINTAINED, TO THE SATISFACTION OF DELAWARE PARK.
 - B) THE KEY IS RETURNED.PERIODIC INSPECTIONS OF BUNKHOUSES MAY BE CONDUCTED DURING THE RACING SEASON.
9. ALL HORSES ENTERING THE DELAWARE PARK STABLE AREA WILL BE VERIFIED TO AGREE TO YOUR STALL APPLICATION AND/OR MUST HAVE APPROVAL FROM THE RACING SECRETARY'S OFFICE. THE FOAL CERTIFICATE/REGISTRATION MUST BE FILED WITH RACING OFFICE.
VIOLATORS WILL BE SUBJECT TO STALL ALLOCATION REVOCATION.
10. NO DOGS WILL BE ALLOWED IN THE DELAWARE PARK STABLE AREA.
ALL CATS MUST BE SPAYED/NEUTERED.
11. OAT COOKERS MUST BE USED WITH A METALIC CONTAINER. CAUSE OF FIRE SUBJECT TO IMMEDIATE REVOCATION.
12. NO FIREARMS PERMITTED ON THE PREMISES.

I HAVE READ AND REVIED THE ABOVE TERMS AND BY SIGNING AGREE TO THESE TERMS:

APPLICANT PRINT NAME

APPLICANT SIGNATURE

DATE