

STALL APPLICATION

CONDITIONS APPLICABLE TO OCCUPATION OF STALL SPACE AT PORTLAND MEADOWS

The undersigned trainer hereby agrees to each of the following terms and conditions in consideration for permission of MEC OREGON RACING INC for the stabling of horses being trained by the undersigned at PORTLAND MEADOWS during the session identified on the face of this application.

- 1 The Horsemen's Benevolent and Protective Association (HBPA) is recognized as the exclusive representative of the Horsemen
- 2 MEC OREGON RACING INC. 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 any entry for any cause
- 3 After submission of this application for stalls the undersigned shall notify MEC OREGON RACING INC. 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 Portland Meadows and is familiar therewith and agrees to accept any stalls assigned pursuant to this application in an "as is" condition. Applicant understands the MEC Oregon Racing Inc. makes no representation or warranty as to the condition or use of stalls assigned.
- 5 Applicant agrees to vacate any stalls assigned at Portland Meadows and to remove all horses, equipment and personnel from the premises within three days after being requested to do so.
- 6 Foal papers for all the horses stabled on the grounds must be on file with the Portland Meadows Racing Office no later than 72 hours after the horse arrives on Portland Meadow's premises. Foal papers must remain in the Portland Meadows Racing Office unless prior written consent is obtained from the Racing Secretary.
- 7 The undersigned applicant(s) represent that they are familiar with and have read the Rules of Racing and Regulations of the Oregon Racing Commission ("ORC"), and all conditions applicable, as well as the rules and regulations of MEC Oregon Racing Inc., and agree to be bound by and to comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules and regulations of the ORC and conditions contained in this MEC Oregon Racing Inc. application Applicant(s) represent that the owners of all horses being trained by applicant(s) will be bound thereby. All references herein to applicant or to their horses, equipment, agents or employees, shall include said owners and their horses, equipment, agents and employees
- 8 All disputes, claims and objections arising out of racing, or with respect to interpretation of any rules or conditions of racing or otherwise, shall be decided by the Stewards of the meeting or the ORC legal rights of appeal and applicant agrees to accept and abide by all decisions of such officials pertaining to the presence or conduct of themselves or of their agents, guests and employees on the premises of Portland Meadows
- 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. MEC Oregon Racing Inc. 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. MEC Oregon Racing Inc. reserves the right to divide the added money for any stake which is run in more than one division.
11. Horses claimed by or transferred or sold to any person or stable which is not registered for racing at Portland Meadows must be removed from the grounds within forty-eight hours after they are claimed, transferred or sold unless their continued presence is approved by the racing association then conducting racing at Portland Meadows
12. MEC Oregon Racing Inc. desires to televise directly or by photographic transcription all or some of the races conducted at Portland Meadows and reserves all rights to reproduce such races directly or indirectly by television. This right shall include the right to televise or reproduce preparations for any race and ceremonies or proceedings thereafter as well as training at the track. A further condition of acceptance of this application and continued availability of stall space hereunder is that upon request by MEC Oregon Racing Inc., the owner, the jockey, the trainer, groom and other employees of the owner coming within view of any television picture sign and deliver to MEC Oregon Racing Inc. releases permitting such television and exhibition thereof directly or indirectly.
13. MEC Oregon Racing Inc. will in no event be considered to have the responsibility for the care, custody or control of horses kept at Portland Meadows or elsewhere. Applicant assumes full responsibility for the safety and well-being of all horses stabled by them at Portland Meadows 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 their employees, or if applicant believes that such condition should be remedied by MEC Oregon Racing Inc., promptly calling to the attention of MEC Oregon Racing Inc. 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 MEC Oregon Racing Inc. 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.
14. The applicant understands that there may be numerous hazards and risks of injury to themselves, their agents, owners, employees, persons upon the race track premises at their request and to their property incidental to accepting stalls at, practicing for, and participating in horse racing at Portland Meadows. Applicant agrees that MEC Oregon Racing Inc. will not be liable for any injury, illness or loss suffered in any manner by horses, personnel, family or equipment.
- 15 If horses accepted for racing at Portland Meadows are assigned to another training facility, then the provisions of this application shall also apply to such other facility.
- 16 Stalls occupied by horses shall not be padlocked at any time. Occupied stalls must always be attended. Tack Rooms are not to be used as living quarters as per Fire Marshal.
17. Applicant acknowledges that security officers may search any stall, tack room and feed room assigned to him/her. This includes all vehicles (while on Portland Meadow's premises) of the Applicant or any of the Applicant's employees
18. In making this application for stalls or to otherwise participate in horse 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 may include information as to your general character where 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.
19. Horsemen will be allotted stalls with the understanding that each stall allotted will have a minimum of one (1) start per twenty eight (28) calendar days and that their horses are fit and ready to run. If the trainer does not comply, such horse not in compliance may be asked to leave and be replaced with another, or the stall may be given to another trainer with a horse that is fit and ready to run
20. Applicant agrees to comply with all of Oregon Work's Compensation requirements and is fully aware of their obligation within the State of Oregon.

Signature: _____ Date: _____

21. General Liability coverage has been secured to protect self, employees and contracted labor (Trainers, Assistant Trainers, Grooms, Riders, etc.). Minimum \$100,000.00 per event.

Signature: _____ Date: _____

22. Applicant acknowledges that they are aware and agree to comply with all Environmental Protective Agency (E.P.A.) best management practices as established by MEC Oregon Racing Inc.

Signature: _____ Date: _____