

# TERMS AND CONDITIONS

THIS IS NOT A LEASE OF ANY SPACE BUT IS MERELY A REVOCABLE LICENSE OR PERMIT ISSUED ON THE TERMS, CONDITIONS AND ELIGIBILITY RULES OUTLINED IN THIS APPLICATION

By executing this application for the revocable grant of stall space by Ellis Park ("Ellis") and/or accepting a grant of stall space, the undersigned ("Trainer") agrees, on behalf of himself, and as agent for each of the Owner(s) listed on the reverse side hereof, as follows:

- Rules and Regulations.** Trainer agrees that, in connection with and as a condition to Trainer's application of and/or acceptance of stall space at Ellis, the shipping in of any horse to Ellis and/or entry of any horse in a race run at Ellis, Trainer will comply with and abide by all terms, provisions and conditions set forth in this Agreement, all administrative regulations of the Kentucky Horse Racing Commission ("KHRC") and all rules, conditions and regulations of Ellis at any time adopted or as they may be amended. Trainer shall be responsible for obtaining and becoming familiar with such rules and regulations. Ellis reserves the right to make all decisions regarding preferences, conditions and the interpretation and application of any rules and regulations and its decision as to same shall be final and Trainer agrees to comply with and abide by any decision of the state racing officials and/or the officers of Ellis with regard to same.
- Investigation of Trainer.** In connection with this Application, Trainer agrees and consents to Ellis and/or its agents making an investigation of Trainer, whereby information may be requested from third parties as to character or general reputation as may be relevant to Trainer's integrity as a racing participant.
- Reservation of Rights.** As the organizer, host and sponsor of Thoroughbred horse races, Ellis Park hereby reserves unto itself, its agents, assigns and licensees and Trainer hereby assigns to Ellis Park all interest it may have in the Host Rights, as herein defined. The Host Rights shall mean the sole and exclusive right to: (a) produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, interactive computer including Internet, or any other media transmission, now known or hereafter developed, of all events which occur on Ellis Park's property, including without limiting, all activities occurring before, during and after Thoroughbred horse races; (b) Utilize the Race and the results thereof, all for any purpose or use as Ellis Park shall determine; (c) limit, prohibit or regulate the display of any commercial advertising symbols, or other identification, other than Trainer's registered silks, in connection with any Race or related activities; and (d) develop, produce and sell, by or through any licensee, goods using the Trainer's name or likeness, the name or likeness of any horse owned by the Trainer brought onto Ellis Park's grounds, or any other identifying feature, silks, trademark or copyrighted material which is used in connection with the Race. The submission of a nomination or the making of an entry in any Race shall mean that the Trainer consents to the above reservation of the Host Rights and consents to be photographed or to otherwise be a subject of still or moving pictures, electronic, radio or television programs, without remuneration except for contributions to horsemen's purses from wagering on the Races as established by contract or legislation. The Trainer agrees that he has not and shall not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against Ellis Park which is inconsistent with the full and exclusive exercise by Ellis Park of the Host Rights.
- License.** Allocations of all stall space are made only with the agreement of Trainer that Ellis reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use of any of its facilities; that the permission granted herein to Trainer to use Ellis's facilities is solely for purposes incidental to racing, does not constitute a lease of such facilities and Ellis maintains the sole interest in and exclusive control of its premises and facilities; and that Ellis reserves to itself the exclusive right and sole discretion to reduce or to totally eliminate the number of stalls assigned and/or change the location of stalls assigned to the Trainer. The conditions of this stall application shall apply to Ellis Park's dormitory.
- Revocation.** Trainer agrees that the license granted herein to enter on the Ellis grounds and to use Ellis Facilities is subject to revocation with or without cause and in the sole and exclusive discretion of Ellis upon 48 hours notice in writing delivered by mail, telegraph, facsimile, or in person to Trainer or to Trainer's address indicated on the reverse side or such other address as may be indicated by Trainer in the future. A violation of the rules or regulations of the KHRC or the conditions, rules and regulations of Ellis or the creation, in whole or in part, by Trainer of any condition that may interfere with the safe and efficient operation of its business by Ellis, or the termination of the Trainer's agency relationship with the Owner(s) listed on the reverse side hereof, shall, in each case, subject this license to immediate revocation exercised at Ellis's sole and exclusive discretion, without any prior notice.
- All owners, trainers, jockeys and/or their employees must obtain a license issued by the KHRC before stable area passes admitting them to the stable will be issued by Ellis Park. Stable area passes may be used only by the person named upon said pass and misuse will be cause for revocation without notice.
- All jockeys, trainers, and exercise personnel are required to wear safety helmets while riding or exercising horses according to the requirements of the KHRC.
- Dormitory rooms will be available to trainers stabled on the grounds. An application signed by the trainer will be required, and the trainer will assume full responsibility for his employees.

9. **THE FOLLOWING HORSES WILL NOT BE ELIGIBLE FOR STALL SPACE:**

- MAIDENS WHICH HAVE STARTED FOR A CLAIMING PRICE LESS THAN \$5,000.
  - HORSES OTHER THAN MAIDENS WHO HAVE STARTED FOR A CLAIMING PRICE LESS THAN \$3,500 AND HAVE NOT FINISHED 1ST, 2ND OR 3RD IN THEIR LAST EIGHT (8) STARTS FOR \$3,500 OR MORE.
- All registration papers pertaining to the horses listed shall be filed with the Racing Secretary immediately upon arrival at Ellis Park.
  - All horses (Including ponies) are required to have a negative Coggins Test Certificate dated within the past twelve months.
  - All horses (including ponies) are required to have Health Certificates issued within a ten day period preceding date of arrival.
  - Trainers shall not install, authorize or permit the installation of, any electrical wiring, or lighting apparatus in any stabling accommodation allotted without the prior written approval of Ellis Park. Trainers shall not make, authorize or permit to be made, any structural changes to said accommodations, and agree to keep said accommodations in good and clean condition and shall deposit manure and litter where directed by Ellis Park.
14. **Release and Indemnification.**
- All KHRC licensees, including but not limited to Ellis, owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at Ellis recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training, and related activities at Ellis, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which causes or contributes to loss, loss of use, injury or damage to horses while on the premises of Ellis; and (ii) Ordinary negligence which causes or contributes to personal injury or property damage, including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by Ellis, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of Ellis or any other cause. Except as provided above, all licensees participating in racing, training and related activities at Ellis shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law.
  - The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and the KHRC's regulations and shall be binding upon Trainer, its successors and/or assigns. The maintenance by Ellis of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this Agreement, Ellis shall mean and include Ellis, its officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency behind these provisions and the KHRC's regulations, the KHRC's regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any amendment to the KHRC's regulations.

**MINIMUM CLAIMING PRICE: \$4,000**  
**MINIMUM MAIDEN CLAIMING PRICE: \$5,000**

Trainer shall, prior to its admission to Ellis Park facilities, deliver to the KHRC, certificates evidencing the maintenance of Worker's Compensation Insurance for all employed personnel in accordance with the statutory requirements of the Commonwealth of Kentucky.

**Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above rests with the Trainer and/or Owner, as the case may be. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject the Trainer or Owner to the risks outlined above.**

- Cancellation of Races.** Ellis reserves the right to cancel any race, without notice, at any time prior to actual running thereof, without liability, except for the return of fees as required by the administrative regulations of the KHRC. Nominations or the making of any entry to any of the Races is received with the understanding that Ellis reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.
- Stabling and Training Rules.** Training on the Ellis Racetrack will be allowed only at such time, if any, and only in accordance with any instructions and directions regarding training activities as may be determined by Ellis. Applications for stall allocations are received only with the understanding that Ellis reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer.
- Miscellaneous.** This Agreement shall be effective with regard to Trainer's stabling during and/or participation in the race meeting specified on the opposite side hereof and Trainer's participation in any and all other race meetings and related activities or the nonseasonal use by Trainer of stall space. For purposes of this Agreement whenever the word "Trainer" is used herein, it shall include the Trainer (and if Trainer is an agent/assistant to any Trainer, the principal for whom he is agent), all Owner(s) of horses controlled by Trainer, and their heirs, representatives, successors, next of kin and assigns; provided, however, that the rights and benefits of the Trainer under this Agreement are personal and no such right or benefit shall be subject to voluntary or involuntary alienation, assignment or transfer. Trainer covenants that the Owner(s) have agreed to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request of Ellis. Trainer shall indemnify and hold Ellis harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorneys' and other fees) that may be asserted by or on behalf of any person which is inconsistent with the release and indemnification provisions set forth in the foregoing paragraphs. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.
- Ban on Horse Slaughter.** Any owner or trainer based at Ellis Park who sells a horse for slaughter that was previously stabled at Ellis Park may have his/her stalls permanently revoked.

**HORSES SHIPPED TO ELLIS WITHOUT APPROVAL WILL NOT BE UNLOADED. IF ALLOTTED STALLS, THERE SHALL BE NO SUBSTITUTION OF HORSES WITHOUT CONSENT OF THE RACING SECRETARY.**

The undersigned trainer hereby certifies that he has read and understands and agrees to the foregoing terms and conditions including all release provisions. He has provided a copy of this agreement to each of the owner(s) listed hereon. He has voluntarily signed this agreement and no oral representations, statements or inducements apart from agreement have been made.

Name _____	_____
Address _____	_____
City _____	State _____ Zip _____
Permanent Phone (_____) _____	Fax (_____) _____
Barn Phone (_____) _____	Cell (_____) _____
Email Address _____	_____
Signature _____	Date _____

(Trainer, on behalf of himself, and the Owner(s) listed hereon)



3300 U.S. HWY. 41 NORTH  
HENDERSON, KY 42420

P.O. BOX 33  
HENDERSON, KY 42419  
PHONE (812) 423-0372 OR (800) 333-8089  
FAX (812) 425-3725

# 2010 STALL APPLICATION

Trainer \_\_\_\_\_

APPLICATION IS HEREBY MADE SUBJECT TO THE CONDITIONS STATED HEREIN FOR  
A REVOCABLE LICENSE TO OCCUPY STALLS FOR THE HORSES LISTED BELOW  
(NO SUBSTITUTION OR ADDITIONS EXCEPT WITH SPECIFIC APPROVAL)

1. PAST PERFORMANCE REQUIRED ON EACH HORSE LISTED.
2. No pony stalls allotted for stables of less than twelve horses.
3. Walking machines must be approved by the track superintendent prior to setting up.

**VALID COGGIN'S TEST  
REQUIRED ON ALL HORSES.**

**RACING DATES -- JULY 10 THRU SEPT. 6**

**APPLICATIONS ARE DUE THURSDAY, MAY 20, 2010**

**IMPORTANT: Negative Coggins and Health Certificate or copy thereof must be presented at stable gate before horses will be permitted to unload.**

NO.	Name of Horse (Print or Type)	Sex	Age	Allowance or Claiming Price	(✓) Maiden	Distance	Last Start		Owner & All Other Interests	Permanent Address of Owner
							Date	Track		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
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12										
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**NO DOGS ALLOWED**  
PLEASE SEND PAST PERFORMANCES  
ON ALL HORSES  
ALL APPLICATIONS MUST BE COMPLETE  
AND SIGNED ON THE REVERSE SIDE

Horses shipped to Ellis Park without approval will not be unloaded. The Rules adopted by the Kentucky Horse Racing Commission govern all races over the course of Ellis Park.

**ABSOLUTELY NO SUBSTITUTIONS OR ADDITION OF HORSES WITHOUT PERMISSION**

The track management reserves the right to deny stalls to an owner, a trainer, or individual horses at any time.

**NO CONSIDERATION FOR STALLS WILL BE GIVEN TO APPLICATION NOT COMPLYING WITH OUR REQUESTS FOR PAST PERFORMANCE CHARTS**

Dan Bork  
Racing Secretary

**SEE OTHER SIDE**

