

**STALL SPACE APPLICATION
TERMS AND CONDITIONS**

Please Read Carefully

As a condition of the acceptance of this application, it is mutually agreed upon and understood that applicant ("Applicant") and all persons for whom he/she is acting will be bound by the terms and conditions of this stall application as set forth below and the Applicant represents that he/she has been granted the appropriate authority by all owners of the horses in the care of the Applicant to make this application and to agree to its terms and conditions and to bind such owner(s) to the same.

1. Will Rogers Downs, LLC ("Racetrack") reserves the right to refuse the application for stable space in whole or in part or refuse the acceptance of any entry into any race for any reason or cause and without notice to the undersigned.

2. All disputes, claims and publications arising out of the racing at this venue or with respect to the interpretation of any rules or conditions of races, or otherwise, shall be decided by the Oklahoma Horse Racing Commission, the Stewards of the meeting or Track Management as the case may be, and such decisions upon all points shall be final.

3. The granting of stall space is for the purpose of assuring the availability of horses which, in the sole opinion of management, will produce our best racing product. Consideration of applications will be based mainly on the consistency of a trainer's participation from start to finish at past race meets including but not limited to WRD. Due to limited space, some requests may be denied. It is understood and agreed upon that the granting or denial of stall space is at the sole discretion of the Racing Secretary and management.

4. STABLE AREA: A) No dogs will be permitted in the stable area. B) No smoking is permitted inside any enclosed barn, under shed rows, in an open barn or in any tack rooms. C) No sleeping or cooking appliances allowed in any tack rooms. D) Bagged sawdust, wood shavings and wood chips are allowed. LOADS OF SHAVINGS 15 CUBIC YARDS OR LARGER WILL NOT BE ALLOWED ON THE PROPERTY AT ANY TIME. All shavings must be bedded in the stalls the same day they are delivered, and discarded bedding must be placed in the concrete bunkers provided. Any violations will result in the cessation of bulk shaving delivery, possible fines and all expenses will be charged to the trainer. E) Only the track's rental hot walkers are permitted. F) All hoses located in the stable area must have an automatic shut-off nozzle and shall be turned off when not in use. G) Only biodegradable soap may be used. H) Management must approve any structures, stationary or temporary, prior to construction. I) Use of infrared heat lamps is prohibited. J) It is the sole responsibility of the trainers and their employees to maintain a clean and neat barn area. Stalls are subject to inspection and trainers will be subject to eviction if stalls are found to be in unacceptable condition. TRAINERS LEAVING STALLS DIRTY WHEN VACATING WILL BE CHARGED A MINIMUM OF \$25 PER STALL FOR CLEANUP PLUS ANY AND ALL DAMAGES. K) No parking on the grass at any time. L) Please maintain a 15 MPH speed limit at all times on the backstretch roads and ways.

5. PONY PENS: Pony pens will be allocated on an individual basis. Please indicate your request on the bottom of your application.

6. BARN CAMERAS: Trainers may be permitted to install surveillance cameras in their barns WITH PRIOR WRITTEN APPROVAL OF MANAGEMENT. You must request permission on your stall application. Trainers with barn cameras will be kept on file with the WRD surveillance department and must keep any and all cameras pointed only in the direction of their own stalls and shed rows.

7. CHEROKEE TRIBAL NATION BARN: A total of sixty (60) stalls on the grounds are reserved for trainers who possess a Tribal member card. A copy of the card must be kept on file with the Horsemen's Bookkeeper. Management reserves the right to assign eligible trainers to that barn at their discretion. A maximum of ten (10) stalls can be assigned to each trainer. Hauling in and trailer parking will not be permitted during the races. Haul-ins arriving after 10:00 a.m. on race days will be redirected to the haul-in barns near the main gate for drop off. Eligible trainers are asked to indicate their status at the bottom of the application.

8. MISCELLANEOUS: Stalls shall not be occupied with horses other than those on your approval list. If you obtain other horses at a later date, subsequent stall approval will be required by the Racing Secretary before shipping in. The Applicant agrees to abide by and comply with all rules and regulations of the Oklahoma Horse Racing Commission and Will Rogers Downs. The track may televise, authorize or license the televising of horse racing conducted at Will Rogers Downs and accordingly hereby reserves television rights whether in connection with any race, preparations therefore or ceremonies or proceedings thereafter or training at the track. This application is accepted on the condition that, if the licensee's horse comes within the range of the television camera, that licensee will sign and deliver releases to track management permitting such television footage and the exhibition thereof. If stall space is granted, the Applicant, owner, his or her trainer acting as agent of owner (when the application is signed by the trainer) or any other duly authorized agent acknowledges that the Applicant shall be a licensee upon the grounds of the track and the authorization granted for the stabling of horses shall be revocable at any time. Applicant acknowledges that Will Rogers Downs assumes no liability for loss by fire, any other acts of nature, theft of any equipment or property of horsemen or any accident occurring on the grounds. Owners and/or trainers will be held financially liable for any misuse of the stall and dorm rooms assigned to them and for conduct of their employees on the grounds. By offer of this application, the owner and/or trainer agrees to indemnify and hold harmless Will Rogers Downs, LLC, its officers, agents and employees from any and all liability, claims, judgments, sum of money, legal fees, court costs, and investigative expenses that may be incurred for or on behalf of the track, its officers, agents or employees in defense of any such liabilities or obligations arising out of any act performed or committed by the Applicant, trainer, owner, their agents and /or animals. Any trainer that intends to bring a horse on the grounds must have minimum workman's compensation on file with OHRC BEFORE doing so if they have employees.

9. THE FOLLOWING HORSES ARE NOT ELIGIBLE FOR STABLING AT WRD: A) Horses that have started for \$2,500 and have not won for that price or more since then. B) Maidens over the age of five (5) that have not competed in a pari-mutuel race within eighteen (18) months of their arrival on the grounds. C) Non-winners of two (2) races that have started for \$3,000 or less. D) Maidens who have started for \$5,000 or less.

TRAINER MUST SIGN BELOW BEFORE APPLICATION WILL BE PROCESSED

I certify that the information contained in this application is true and that I have read and hereby agree to all of the foregoing terms and conditions.

APPLICANT (please print): _____

APPLICANT SIGNATURE: _____

E-MAIL ADDRESS: _____

PHONE #: (_____) _____

DATE: _____

TRIBAL MEMBER - _____

PONY PENS - _____

DORM ROOMS (\$150, per approval) _____

OF STALLS REQUESTED - _____

MINIMUM ACCEPTABLE - _____

DORM ROOM FEES MUST BE PAID UP FRONT BEFORE KEYS ARE GIVEN OUT