

**TAMPA BAY DOWNS, INC. STALL APPLICATION CONTRACT November 23, 2022 thru May 6, 2023**

Terms & Conditions: The applicant owner or trainer applying as agent for the owner agrees to abide by and comply with all rules and regulations of the Division of Parimutuel Wagering and of Tampa Bay Downs, Inc. (hereinafter "Tampa Bay Downs").

Tampa Bay Downs may televise or authorize or license the televising of horse racing conducted at its racing plant and accordingly it 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 required, consent is hereby given, and the owner, trainer, jockey, groom and all other employees of the owner coming within the view of the television picture hereby agree to sign and deliver to Tampa Bay Downs, upon demand, releases permitting such television and exhibition thereof.

No horses will be permitted on the grounds of Tampa Bay Downs unless and until:

A. A stall application in the form provided by Tampa Bay Downs has been completed by the owner, trainer or duly authorized agent;

B. The stall application has been approved by the Tampa Bay Downs Stall Committee and the applicant has been notified that stalls have been allotted to him/her. For approved horses only-no substitution of horses will be permitted without Stall Committee's prior approval.

The applicant, owner or his trainer acting as agent for the owner (when the applicant is signed by the trainer) or any other duly authorized agent agrees that if stall space is granted, the applicant shall be a mere licensee upon the ground of Tampa Bay Downs and the license so granted for the stabling of horses shall be revocable at any time.

Owners and Trainers will be held liable for any misuse of the stalls assigned to them and for the conduct of their employees on the grounds of Tampa Bay Downs.

Owner, Trainer and their agents, employees and/or their invitees, hereby release Tampa Bay Downs and its affiliates and their respective principals, officers and directors, agents, representatives and employees from any and all claims, actions, causes of actions, claims of injury or death, of any nature including, but not limited to, claims of medical bills, hospital charges or other claims sustained by Owner or Trainer and their Agents, employees, invitees, and the property owned by or under the control of Owner or Trainer at Tampa Bay Downs' facilities (including horses as well as loss of use of property).

Owner and Trainer recognize and assume the risk of the activities to be undertaken at Tampa Bay Downs' facilities and Trainer and Owner have inspected and are familiar with Tampa Bay Downs' facilities, including, but not limited to, its stable facilities, racing surfaces, training facilities, and all other related and pertinent portions of Tampa Bay Downs' facilities, and accept such stable and facilities "as is" with latent or patent defects and do fully assume all risk of loss, injury, damage, death or destruction of any person or property.

This release and assumption of risk provision shall not be effective as to any cause of loss, solely attributable to the negligence or willful act or omission of Tampa Bay Downs.

Owner and Trainer hereby agree to indemnify, protect, defend, and hold Tampa Bay Downs and its agents and their respective principals, officers and directors, agents' representatives and employees harmless from any claims, loss, liability or demands whatsoever, including claims for medical and hospital bills resulting from, arising directly or indirectly from the acts or omissions of Owner or Trainer and their agents, employees, or invitees arising, whether in whole or in part out of or in connection with, Owner or Trainer's activities at Tampa Bay Downs' facilities. This indemnity and indemnification shall include, but not be limited to, attorney's fees including appellate fees in defending all claims related thereto. This indemnity provision shall not be effective as to any cause of loss which is solely attributable to the negligence or intentional willful act or omission of Tampa Bay Downs.

The foregoing release and indemnification 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 State of Florida and shall be binding upon Trainer or Owner, their successors and/or assigns. The maintenance by Tampa Bay Downs of insurance relating to the claims, released and/or indemnified hereby shall not affect the terms or interpretation of this Agreement and Owner and Trainer agree that any and all insurers of Owner and Trainer, whether insurers of property, personal injury or any other loss, if their insurance policies do not already so provide, agree that the Trainer and Owner waive and will not exercise any rights of subrogation in the event of loss or damage to the subject property, as well as the loss of use thereof, except that any subrogation will not be effective where such waiver will result in such policy becoming null and void. For purposes of the Agreement, Tampa Bay Downs shall mean and include Tampa Bay Downs and its affiliates and their respective officers, directors, agents, employees, contractors, servants and licensees.

Owner and Trainer assume full responsibility for the safety and well-being of all horses under their care, custody and control while stabled at Tampa Bay Downs or while otherwise on Tampa Bay Downs' facilities or while being transported in vehicles owned, arranged for, or provided by Tampa Bay Downs or its agents from any point whatsoever. Accordingly, the Owner and Trainer agree to take all reasonable measures for the protection of such horses, including providing adequate supervision for such horses while on Tampa Bay Downs' facilities or on grounds owned, leased, or controlled by Tampa Bay Downs, or while on vehicles owned, arranged for or provided by Tampa Bay Downs or its agents from any point whatsoever, by hiring competent personnel to care for such horses at all times, cleaning and maintaining stalls assigned pursuant to this application and removing any hazardous condition from such stalls which is known to the Owner or the Trainer or their employees, or if the Owner or the Trainer believes that such condition should be remedied by Tampa Bay Downs by promptly calling to the attention of Tampa Bay Downs in writing such hazardous condition. The undersigned further agrees to properly supervise all of his owners, employees, agents, invitees and other persons known to him to be in the area assigned to the Trainer pursuant to this application, and the Trainer hereby acknowledges that he is responsible for the condition of his owners, employees, agents and invitees. Furthermore, the undersigned acknowledges that Tampa Bay Downs has no obligation to remedy any condition at the facility, including the racetrack or training track areas, unless Tampa Bay Downs has prior written notice of the existence of such condition and has reasonable opportunity to repair such condition.

For your protection, it is requested that you insure your horses against loss by fire. Tampa Bay Downs assumes no liability for loss of horses or equipment by fire.

Tack rooms may be applied for by the applicant. These rooms will be assigned by the stall superintendent upon receipt of a signed responsibility form and a \$100.00 non-refundable deposit. Tampa Bay Downs will conduct weekly inspections. Two (2) separate incidents of damage to a room will result in instant dismissal from the grounds.

Applicant acknowledges that security officers may be authorized to search any stall, tack room and feed room assigned to him/her. This includes all vehicles (while on Tampa Bay Downs premises) of the Applicant or any of the Applicant's employees.

Applicant agrees to vacate stalls and move all horses, equipment and personnel off the premises of Tampa Bay Downs within seventy-two (72) hours after notification to do so by Tampa Bay Downs for any reason. This includes any violation of the 2 yr. old rule (Rule 7, front side of application).

NO cooking utensils, water heaters or other unapproved appliances will be permitted in the tack rooms. Any applicant or his employees found guilty of such a violation will be eligible for either fine, suspension or both.

NO walking machines other than those provided by Tampa Bay Downs approved vendor will be permitted on grounds.

I HAVE READ THE TERMS AND CONDITIONS UPON WHICH THIS APPLICATION FOR STALL RESERVATIONS WILL BE CONSIDERED, AND IF GRANTED STALLS, I AGREE THERETO AND WILL ABIDE THEREWITH. IF I AM GRANTED STALLS AND ACCEPT SAME, MY HORSES WILL REMAIN AT TAMPA BAY DOWNS UNTIL THE CONCLUSION OF THE RACING SEASON UNLESS I AM NOTIFIED TO VACATE STALLS AT AN EARLIER DATE.

Tampa Bay Downs, Inc., reserves the right to require any owner or trainer who purchased or claims or has transferred to his care, a horse or horses for whom stalls or sufficient stall space has not been approved prior to such claim, purchase or transfer, to remove said horse or horses from the grounds of Tampa Bay Downs, Inc., within twenty-four (24) hours of such purchase, claim or transfer.

**ALL OWNERS AND TRAINERS**

Owners and Trainers are required to properly maintain manure pits, bedding bins and feed rooms. Absolutely no garbage in manure pits. Any violations found will necessitate fines to responsible Owners and Trainers. NO vehicles other than feed trucks will be permitted between barns at any time. Anyone found in violation of these regulations will be fined and their vehicle towed away at the Owner's expense. Workmen's Compensation is required for every stable. Without proof of same, you will not be able to run a horse. NO changes or modifications to this stall application may be made without the consent of Tampa Bay Downs.

Applicant Owners and Trainers agrees to abide by all Environmental Compliance provisions and elements in the TBD Condition Book. Owners and Trainers acknowledge and agree that any act, omission or failure to comply with any Environmental Compliance provision or element in this Condition Book, shall be penalized as follows:

- 1. First offense: \$250.00 per offense;
- 2. Second offense: \$500.00 per offense;
- 3. Third offense: \$1000.00 and immediate revocation of Owner and Trainer's Stall Application and Applicant will be required to remove all horses from Tampa Bay Downs stable area.

Accepted by: \_\_\_\_\_ (Trainer's Signature) \_\_\_\_\_ (Print Trainer's Name)

Current Address: \_\_\_\_\_ (No.) \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

Cell No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Notice of stabling acceptance will be mailed to trainer. DO NOT ship to Tampa Bay Downs until you have received stall confirmation. BARN AREA OPENS OCTOBER 26, 2022. FIRST DAY OF TRAINING WILL BE NOVEMBER 2, 2022. All Horses will be bedded on Bagged Shavings. NO EXCEPTIONS.