

Ellis Park

RACING • GAMING

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

P.O. BOX 33 • HENDERSON, KY 42419

PHONE (812) 423-0372 OR (800) 333-8089

skrajcir@ellisparkracing.com • dbork@ellisparkracing.com

RACING DATES -- JULY 8 THRU AUGUST 28

APPLICATIONS ARE DUE FRIDAY, APRIL 22, 2022

2022 STALL APPLICATION

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. No pony stalls allotted for stables of less than twelve horses.
2. Walking machines must be approved by the track superintendent prior to setting up.
3. Do not ship in without confirming stalls with stall manager.

Trainer _____

NO WASHING MACHINES ALLOWED IN BARN

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

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	Email Address / Phone Number
							Date	Track		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										

**BARN AREA OPENS MAY 16
NO DOGS ALLOWED
DO NOT SHIP WITHOUT MAKING
ARRANGEMENTS WITH THE STALL MANAGER
ALL APPLICATIONS MUST BE COMPLETE
AND SIGNED ON THE REVERSE SIDE
NO OUTSIDE WASHING MACHINES**

Horses shall be washed only in designated wash areas. Hoses used for horse-washing or any other purpose shall be equipped with functioning nozzles. Hoses without nozzles, with hose splitters, and hoses that are leaking are not permitted and shall be confiscated immediately by Ellis Park.

(1) A current negative Coggins Test dated less than one year prior to date of arrival, and listed on a Certificate of Veterinary Inspection (CVI), which has been signed and dated within seventy two (72) hours prior to arrival by a licensed veterinarian.

(2) A vaccination against Equine Herpes Virus Type 1 (EHV-1) by a licensed veterinarian a minimum of fourteen (14) days, and no more than one hundred twenty (120) days of entry into our stable area(s). The Certificate of Veterinary Inspection (CVI) shall indicate the date of the vaccination, the specific vaccine product, vaccine lot number, and vaccine expiration date, used to vaccinate each horse.

NO washing down of pavements, rubber mats, tarps, horse vans, horse trailers, other vehicles, or other equipment is permitted on Ellis Park property. Any violation of this nature will be treated as a safety/health offense and may result in an eviction from property.

STALL APPLICATION WILL NOT BE ACCEPTED WITHOUT A COPY OF AN INSURANCE CERTIFICATE EVIDENCING WORKERS' COMPENSATION OR A WAIVER STATING THAT YOU HAVE NO EMPLOYEES. TRAINER SHALL MAINTAIN AT ALL TIMES GENERAL LIABILITY INSURANCE WITH COVERAGE NO LESS THAN \$1,000,000 PER OCCURRENCE AND \$2,000,000 IN THE AGGREGATE.

Dan Bork
Racing Secretary
SEE OTHER SIDE



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.
- Safety Helmets and Vests.** All individuals mounted on a horse or stable pony in the stall areas and on Ellis Park premises shall wear a properly secured safety helmet at all times, which helmet shall meet the Standards adopted by the Kentucky Horse Racing Commission. Additionally, all individuals mounted on a horse or stable pony in the stall areas and on Ellis Park premises shall wear a safety vest that meets the standards adopted by the Kentucky Horse Racing Commission.

8. **Ellis Park Dormitory.** Welcome to Ellis Park. We are pleased to provide temporary lodging to you while you work at Ellis Park. To maintain a safe healthy place to stay, several rules have been established. You must abide by these rules. Failure to do so may result in eviction from Ellis Park's dormitories and/or revocation of your Kentucky racing license.

The Rules

- To qualify to stay at Ellis Park's dormitory, you must hold a valid Kentucky Racing Commission license. Additionally, be employed by a Kentucky State licensed trainer who has horses on Ellis Park grounds. A Security Deposit of \$100.00 per room (Money Order of Certified Check) will be required. Two Occupants per room is the maximum. Ellis Park Entertainment holds the Trainer/Owner totally responsible for the actions of their employees.
- For every 5 horse stalls issued to an Owner/Trainer one Dorm Room will be issued.
- All vehicles entering Ellis Park (backside) must stop at the Northwest Gate Security Station and check in with the Security Officer.
- Possession, distribution, sale, or transfer of illegal drugs such as but not limited to marijuana, meth, heroin, prescription pills not labeled, etc. will not be permitted on Ellis Park premises at any time. Local Law Enforcement will be contacted immediately as required by Ellis Entertainment, LLC.
- Public misconduct, criminal activity, and/or disruptive behavior may result in license revocation.
- Fighting or threatening violence will not be tolerated on property.
- Firearms, Knives or other deadly weapons (as defined by Kentucky law) will not be tolerated on property, will be investigated by Ellis Park Security Staff/Management and/or Local Law Enforcement agencies whereby state or federal laws may apply.
- Dorm room tenants agree that permission granted herein to enter Ellis Park and to use Ellis Park facilities is subject

to revocation, with or without cause, and at the sole discretion of Ellis Park.

- Children under the age of 16 are not permitted to spend the night in the dormitories. Visitors may be allowed during training and race hours with the horse trainer witnessed consent.
- Any violation of safety, security, health rules, or complaint of criminal negligence will be investigated by Ellis Park Security Staff /Management or area law enforcement agencies whereby state or federal laws may apply.
- Report all accidents, damage to property, observed criminal activity to Ellis Entertainment Security Management.
- Procedure in checking out of Dormitory Rooms
 - Contact Ellis Security Manager (812-425-1456) 5 working days prior to check out day
 - Joint Dormitory Room inspection will be performed within the follow 5 working days.
(Security, tenant checking out and their Trainer (Employer).
 - Room will be clean, orderly and free of damage other than from reasonable normal wear.
 - Security Deposit will be withheld by Ellis Management if unreasonable damage has been found. Should the unreasonable damage repair cost be greater than the Security Deposit. Ellis Entertainment will hold the Trainer responsibility for the balance.
 - Outstanding room damages balances will be taken into consideration annually when reviewing all stall and dormitory applications.
- Ellis Park Entertainment Security personnel in coordination with the Kentucky Horse Racing Commission may conduct random checks for cleanliness of dorm rooms in addition to checking for valid Kentucky Racing License.
- Pets will NOT be allowed on property. Under the ADA and Kentucky law, owners of public accommodations are not required to allow emotional support animals, only registered service animals.
- Sexual harassment on Ellis Park Property will not be tolerated. Incidents of such will be investigated and subject to ejection from grounds.

COVID Protocol

Ellis Park Security along with other key racing officials (when available) will randomly conduct an evaluation of individuals who work in the barn areas. This evaluation will include temperature readings as well as asking questions to understand potential risk/exposure of each individual. Ellis Park Security will randomly conduct evaluations in horse dorm rooms. Evaluations may not take place before 10:30am on racetrack training days (on days without racetrack training, DHE's may take place from 830am to 10:30am).

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.
- Coggins/Health Certificate Prior to Entry.** All horses, including lead ponies, seeking entrance onto Ellis Park grounds, must have a current negative Coggins test and a Certificate of Veterinary Inspection ("CVI") which certificate has been signed and dated within seventy-two (72) hours prior to arrival by a licensed veterinarian. Additionally, each horse seeking entrance onto Ellis Park grounds shall have been vaccinated against Equine Herpes Virus Type 1 (EHV-1) by a licensed veterinarian a minimum of fourteen (14) days, and no more than one hundred twenty (120) days, prior to entry onto Ellis Park grounds. The CVI shall indicate the date of vaccination, the specific vaccine product, the vaccine lot number, and the vaccine expiration date used to vaccinate each horse. Trainers are asked to maintain a temperature chart on all horses under the control of Trainer, and report any horse whose rectal temperature exceeds 102° F to their veterinarian and to Ellis Park. These requirement(s) are subject to change.
- 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.
- 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.

B. 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.

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.

13. **Insurance.** Trainer shall maintain at all times general liability insurance with coverage no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Trainer shall also maintain at all times Worker's Compensation Insurance covering all personnel employed as required by statute. Trainer shall, prior to admission to Ellis' Facilities and at any time upon request by Ellis, furnish a certificate evidencing proof of insurance coverage in accordance with the requirements set forth herein. Responsibility for the maintenance of appropriate horse mortality or other equine insurance rests with the trainer and/or Owner(s), as the case may be and as agreed between those parties, and Ellis shall have no obligation with respect to such insurance. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject Trainer and/or Owner(s) to multiple and substantial risks, including being excluded from Ellis' premises. All certificates of insurance shall provide that Ellis shall receive at least thirty days advance notice by the insurer of any cancellation or material change in coverage. Owner(s) and Trainer indemnify and hold Ellis harmless against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the Trainer and/or Owner(s) failure to obtain insurance as appropriate and as may be required by law.

14. **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 re-serves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.

15. **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.

16. **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.

17. **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 _____