

CAL EXPO

TERMS AND CONDITIONS OF STALL AGREEMENT

The undersigned owner (called the applicant) of the horses identified on the front page of this agreement hereby makes application to the principal, as defined below, for a permit to use stalls and facilities of CAL EXPO for said horses during the racing meet. As used herein, the term "principal" shall mean California Exposition & State Fair. In Consideration for granting use of the stall space and other facilities and the furnishing of various services by the Principal, the Applicant does hereby covenant and agree as follows:

IMPORTANT – READ CAREFULLY

1. Applicant or his/her agent shall file with the State Veterinarian a health Certificate for each horse shipped to CAL EXPO. Applicant must also submit a negative Coggins test for each horse before arrival.
2. All owners, drivers, trainers and grooms must be licensed by the California Horse Racing Board ("the Board") and shall abide by the rules and regulations of the Board as well as the Principal and all applicable local, state and federal statutes.
3. Neither the Principal nor any of its officers, directors, employees or agents shall be liable or responsible, under any circumstances, for any loss, death, injury or damage suffered by Applicant or his/her trainers, drivers, grooms or other employees and agents while on the premises of CAL EXPO or any loss, death, or injury or damage to Applicants horses while on the grounds of CAL EXPO. All risks involved in connections with or arising out of the utilization of the stalls and other of Principal's facilities by the Applicant, his/her trainers, drivers, grooms or other employees and agents shall be assumed by the Applicant. Applicant agrees to defend, save harmless and indemnify the Principal from all claims, lawsuits and liabilities resulting from any death, injury, loss, or damage to the person or property of the Applicant his/her trainers, drivers, groom, agents, employees, contractors or any other person rendering service to the Applicant in the use of Principal's premises.
4. Principal reserves the right to reject any application not deemed in the best interest of harness racing.
5. Applicant, upon receiving stall space or upon entering horses for racing purposes, agrees that he/she and his/her agents and contractors shall be bound by any written agreement between the Principal and the California Harness Horseman's Association (the CHHA) including, but not limited to, the distribution of purse money to the said CHHA for insurance, welfare, administration or any other contractual purposes and further, the Applicant or his/hers contractors agree said contractual agreement although they may not be members of the CHHA and may not benefit directly or indirectly.
6. The Applicant shall keep clean stalls, stable area, tack rooms and living spaces which are assigned for his/hers use. The Applicant consents to periodic inspection of facilities allotted to him/her by the Principal. Any damage caused by such accommodations and quarters will be repaired by the Principal and the Applicant shall be responsible for the cost of such repairs. **Applicant is further responsible for damage caused to solar panels on the Applicant's barn above the applicant's allocated stalls.**
7. Manure shall be placed in the manure containers and the stable area of the Applicant shall be kept free of debris.
8. The granting of stalls and tack room(s) in agreement shall not constitute a lease of space but a revocable license only. Applicant agrees that this license may be revoked by the Principal upon 24 hours notice. If Applicant's stable is reduced by claiming, Applicant shall have reasonable time to replace claimed horse(s). Also, Applicant must remove all of his/her horses from the stable area within (3) days following the conclusion of the race meeting or at such time the Principal cancels or declares the race meeting concluded.
9. Applicant agrees that the Principal may assign stalls or other accommodations to any or all of the horses listed hereon by the Applicant and the Applicant hereby authorizes the Principal to cross out the name of any or all of the horses listed hereon to which the Principal does not wish to assign stall space or other accommodations and to assign stall space or other accommodations only to horses whose names are not crossed out. Applicant agrees to be bound by the items and conditions of the agreement as set forth herein, even though agreement may be altered by the Principal crossing out names of any horse listed, just as if the Applicant had signed this agreement without listing the horses so crossed out.
10. No changes or substitutions in horses occupying stalls shall be made without notifying the Principal and permission to do so by the Principal.
11. Upon determination by Principal, trainers/owners/agents shall pay \$5.00 per day in advance for any horse occupying stalls that are deemed by Principal to not have raced in the last 6 months, two year olds excluded, or horses deemed by Principal who will not race within the next 6 months.
12. Principal reserves the right to change the terms and conditions of racing set forth herein, to determine racing dates and times, and to determine whether to conduct racing during part or all of the current year.
13. The granting of stalls constitutes acceptance of Principal's detention barn policy for stakes races, overnight races and high TCO2 testing horses.
14. Cooking and smoking are prohibited in the stable and paddock area. Neither Principal nor any of its officers, directors, employees or agents is liable for loss, death, injury or damage by fire, theft or accident to persons, animals, equipment, vehicles or any property while on the premises of CAL EXPO.
15. All parties agree to abide by CAL EXPO Animal Policies. These policies are part of the Horsemen's Agreement between CAL EXPO AND CHHA.
16. This agreement shall cover any horses the Applicant acquired during the terms of the agreement.

APPLICANT:

Signed: _____

Printed Name: _____

Address: _____

Phone: _____

PRINCIPAL:

By: Fred Kuebler, Race Secretary/Cal Expo Management

NOTE: If this application is signed other than by the owner of each of the horses named on the face side of hereof, the person signing this application represents that he/she is authorized by such owner to sign such Applicant as agent and further represents that he/she has signed this Application as agent on behalf of such owner.