

2023 QUARTER HORSE STALL LICENSE APPLICATION

RACING SEASON

JUNE 29, 2023- AUGUST 19, 2023

Barn Area Opens: June 19, 2023

RETAMA PARK

Racing Department

1 Retama Parkway

Selma TX 78154

Phone (210) 651-7000

Fax (210) 651-7099 Web Site: www.retamapark.com

APPLICATION DUE DATE

WEDNESDAY,

MAY 17, 2023

1. **Past performances must accompany the application.** Applications not accompanied by past performances will not receive consideration until completed. Balanced stables will receive first preference.
2. ALL HORSES ENTERING THE STABLE AREA MUST HAVE a Valid Current Health Certificate (issued within 30 days of a horses' arrival) which includes a Current Negative Coggins, Current Negative Piroplasmiasis for ARABIANS, QH, Paints & Appaloosas, and all Vaccinations, including EHV-1 given no less than 14 days and is within 90 days of the horses' arrival. At its discretion, Retama Park will restrict entry from any location that is currently under quarantine or has a known positive outbreak. Retama Park management reserves the right to modify the entry policy at any time.
3. No pony stalls allotted for stables of less than twelve (12) horses.
4. Horses that have not started since June 29, 2022, shall not be allotted stalls and are ineligible to race unless approved by the Racing Secretary.
5. Unraced maidens ages four-years-old or younger shall be permitted to start and shall have stabling preference. Unraced five-year-olds are not permitted to enter or start. Maidens six-year-olds and older are not permitted to start. Any horse that has not started in the prior two years to race day shall not be permitted to enter or start.
6. Any horse that has not started within the last 365 days must have two (2) published workouts within 60 days preceding the race and a certification of fitness by the attending veterinarian to be eligible to run at Retama Park.
7. Horses aged ten-years-old or older are ineligible to participate without approval of the Racing Secretary and a certification of fitness by the attending veterinarian.
8. Only allowable bedding material will be Wood Shavings
9. Stalls will be assigned to horses on application. No substitutions allowed without permission of the Racing Secretary.
10. Negative Coggins reports must accompany registration papers!! **ZERO DATE: JUNE 20, 2023.**
11. All stalls MUST be occupied by opening day or may be released.
12. Do not ship without confirmation of Stall Assignments.
13. The Texas Racing Commission resumed HAIR TESTING on September 1, 2022, as set out in the Texas Rules of Racing. All breeds will be subject to HAIR TESTING at random or for cause, as determined by the TXRC. All horses stabled or entered to run at Retama Park are subject to Hair Testing by Retama Park or its agents at any time for any reason.

	Name of Horse	Sex & Age	Allowance or Claiming Price	Track & Date of Last Start	Maiden	Acct. Texas Bred	Name of Owner
1							
2							
3							
4							
5							
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11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Trainer _____ Signature _____

Address _____ City _____ State _____ Zip _____

Cell Phone _____ Permanent Phone _____ E-mail _____

Web Site:

www.retamapark.com/racing/horsemen

Email Address:

mike.acton@pennentertainment



Stall Application and Privilege Agreement - Terms and Conditions

The Applicant agrees to abide by and comply with all rules and regulations of the Texas Racing Commission ("TRC") and of Retama Park ("RET") at 1 Retama Parkway, Selma, TX 78154, including but not limited to the Retama Park/Penn Entertainment, Inc. Racing Guide ("Racing Guide.")

Applicant agrees that this is not a lease of space but is merely a revocable privilege to occupy stall space subject to the terms and conditions outlined below. The Applicant agrees that in consideration for and as a condition of the granting of this revocable permission to Applicant to stable at RET any and all of the horses listed on this stall application (and for any other horses for which stabling is provided and as further consideration for providing rooms to groomers or other stable employees), the Applicant and all persons for whom he/she is acting (including but not limited to employees, agents, owners, trainers and any persons under his or her control, collectively "Affiliates") will be bound by all the terms and conditions, herein after set forth. The Applicant represents and warrants that the Applicant been granted the authority by the owner(s) of all horses in his/her care to be stabled at RET to make this application, to enter into the agreement contained herein, and to bind such owner or owners to the terms agreed to in this Stall Application and Privilege Agreement ("Agreement").

1. It is understood that RET, in its discretion, may assign stall space or other accommodations for any or all or none of the horses listed here by the Applicant; and the Applicant hereby authorizes RET to cross out the names of any or all horses listed hereon for which RET does not agree to assign stall space or other accommodations and to assign stall space or other accommodations only for horses whose names are not crossed out. Applicant agrees to be bound by the terms and conditions of this Agreement even though the Agreement may be altered by RET for any reason with respect to the named horses.
2. The Applicant shall enter and race the horses listed here which have been assigned free stall space by RET in all races for which they qualify and are eligible unless the Racing Secretary shall agree otherwise.
3. The rules and regulations of the TRC and RET shall govern the conduct of this meeting, and all owners, trainers, jockeys, and stable employees shall abide by such. Applicant's attention is directed to the Racing Guide which is incorporated into this Agreement, and Applicant agrees to abide by all conduct guidelines and rules set forth therein.
4. Foal certificates and Current Negative Coggins and Piroplasmosis Info and All Vaccinations, including EHV-1, given no less than 14 days and within 90 days of horses' arrival, MUST ACCOMPANY ALL HORSES THAT ENTER THE STABLE AREA. They must be filed with the Racing Office.
5. At its discretion, RET will restrict entry from any location that is currently under quarantine or has a known positive outbreak. RET management reserves the right to modify the entry policy at any time.
6. RET reserves the unilateral right to refuse any entry or transfer for any reason.
7. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests according to the requirements of the TRC. No Caliente helmets.
8. All trainer changes must be reported to the TRC and RET immediately, along with the owner's and previous trainer's authorization.
9. RET reserves the right to decline stall space, revoke stall privileges at will, and to require any owner or trainer using stall space to vacate the stalls and move all horses, equipment, and personnel off the premises within twenty-four hours after receiving notice to vacate. Should Applicant fail to vacate the stalls and move all horses, equipment, and personnel off RET premises after receiving written notice to vacate from RET, and should legal recourse become necessary, Applicant shall be responsible for all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by RET in enforcing its rights under this Agreement.
10. RET may refuse admittance to or eject anyone whom it considers undesirable in accordance with regulations of the TRC.
11. Applicant, for themselves, owners of horses in his custody, his agents, and his employees, hereby consents to video and audio recording of all activities at RET and hereby assigns to RET all rights to motion pictures, television, and radio broadcasting in connection with races run at RET.
12. The Applicant agrees, on behalf of themselves and the owner(s) of the horses in the care, custody, or control of Applicant, that all horses entering onto the grounds of RET do so at the individual owner(s) and Applicant's risk. RET shall not be liable or responsible in any manner whatsoever for any injury or loss caused or suffered in any manner by or to the horse or horses while on the premises or in transit to or from the premises, whether occasioned by the negligence or fault of RET, its agents, or employees. For protection of Applicant and owners, it is recommended that the Applicant insure horses against losses by fires or other occurrences.
13. The Applicant agrees to keep the stabling accommodations and dorm quarters (including bathrooms) allotted to him in good and clean condition. The Applicant consents to periodic inspection of any RET facilities without notice. Any damage caused to any RET facilities will be repaired by RET at Applicant's expense.
14. The Applicant agrees to deposit \$115, which includes one key, for each dorm room that is allotted. Applicant will be responsible for returning keys and leaving rooms in good condition. Upon departure, if the rooms are found suitable to RET, the deposit will be returned to the Applicant. One dorm room is allowed for each ten stalls assigned.
15. There will be a \$15 stall deposit for each allotted stall which is refundable if stalls are properly stripped and clean prior to vacating RET.
16. No dogs shall be allowed in the stable area of RET.
17. No firearms shall be allowed on premises of RET.
18. Only approved heating appliances shall be allowed on the premises of RET. Approval must be obtained from the Racing Secretary.
19. Applicants and Affiliates are not employees of RET. Applicant and all owners, trainers, jockeys, and their employees must be licensed by the TRC.
20. Applicants agree to abide by all environmental procedures from time to time implemented at RET, including without limitation, the following,
 - a. The use of washing machines is prohibited.
 - b. All hoses must be equipped with automatic shutoff nozzles.
 - c. Only biodegradable soap may be used.
 - d. All manure and bedding material must be placed only in the containers designated by RET.
21. Release and indemnity agreement:
Applicant recognizes the risks of the activities to be conducted at the RET Racetrack by or on behalf of Applicant, the owners of the horses named in this application and the Affiliates (collectively the "Indemnifying Parties") and has determined that the facilities at the RET Racetrack are reasonably suited for all horse racing related activities to be conducted by or on behalf of any such parties. RET, its members, landlords, partners and affiliated entities and their respective directors, officers, employees, agents, vendors, contractors, visitors and licensees collectively, (collectively the "Indemnified Parties") shall not be liable to any of the Indemnifying Parties or any of the employees, agents, invitees or visitors, or to any other person whomsoever, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the negligence or misconduct of any of the Indemnifying Parties, their employees, agents, invitees, visitors or any other person entering the RET Racetrack premises under express or implied invitation of any of the Indemnifying Parties, or arising out of the use of the RET Racetrack premises and facilities by any of the Indemnifying Parties. Applicant agrees, for him/herself and on behalf of the Indemnifying Parties, to release the Indemnified Parties from, and to indemnify and hold the Indemnified Parties harmless from, any liability, loss, expense, or claims (including reasonable attorneys' fees) arising out of the activities of the Applicant and the Indemnifying Parties at RET.
22. In the event of any inconsistency between these provisions and any mandatory provisions of applicable law, including the Texas Racing Act or Rules of Racing, the applicable law shall control. Further, these provisions shall be deemed to be amended to the extent of, and to comply with, any mandatory provisions of any amendment to applicable law.
23. 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 Texas.

This application must be filled out in full, signed, and returned to:

Racing Secretary, Retama Park Racing Office, 1 Retama Parkway, Selma, TX 78154. (Fax: 210-651-7099)

Name of Trainer/Applicant (print) _____ Date: _____

Signature _____ Date: _____

Stall Application Accepted: _____

Retama Park: _____ Date: _____

This Application does not become a Revocable Privilege Agreement until signed on behalf of Retama Park by its Racing Secretary or designee.