2023 NORTHFIELD PARK STALL APPLICATION

YEAR-ROUND RACING * SPIRAL-GRADED TRACK * GROOMS DORM

PPLICATION FOR: STALL RESERVATIONS	NORTHFIELD
RAINER:	PARK
ADDRESS:	– Home Of _ The Flying Turns
CITY: STATE: ZIP:	SEE CONDITION 2 ON BAC
EL. NO. (home)	FOR STALL RENT POLICY
barn or cell)	_
barn or cell)	_

STALL APPLICATIONS DUE **DECEMBER 10, 2022** STALLS WILL BE ALLOTTED **DECEMBER 20, 2022**.

NOTE: The new stall allocation list will be posted on **DECEMBER 23, 2022**. By necessity, some stables must be moved and others adjusted.

Trainers must complete any moves or adjustments necessary to conform with the new stall allocation list by **JANUARY 2, 2023** including clean-up of any vacated stall space.

A \$50 DEPOSIT WILL BE REQUIRED ON ALL ALLOCATED STALLS. (\$1000 MAXIMUM PER STABLE)

APPLICATION MUST BE COMPLETELY FILLED OUT AND SIGNED ON REVERSE SIDE

Name of Horse	Age, Sex & Gait	Horse Ohio Owned?	Currently Stabled	Earn	rnings	Classification Of Last 9	Date and Place Of Last Start	Date Ready to Race	Owner's Name & State of Residence
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11.									
12.									
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TOTAL STALLS REQUESTED: _____

Stalls will be granted to individual trainers based on conditions

set forth on the reverse side of this application.

TOTAL STALLS ALLOCATED

STALLS ASSIGNED AT NORTHFIELD PARK ARE ASSIGNED UNDER THE FOLLOWING CONDITIONS, THE ACCEPTANCE OF WHICH IS INDICATED BY YOUR APPLICATION FOR SPACE.

- 1. It is understood that Northfield Park may or may not assign stall space or other accommodations, in whatever quantity it deems advisable, to any licensed trainer applying on this application. Stalls will be granted to individual trainers based on proposed stable rosters contained in this application, past races-to-stalls ratios and performances and all other considerations deemed appropriate by Northfield Park management.
- 2. Approved trainers will be assessed a \$100 per month rental fee for each stall allocated and are expected to maintain a minimum average monthly money starts-per-stall ratio of 2 to 1 year-around. Money starts are race starts for purse money (excluding qualifiers). Trainers who consistently fail to meet this expectation may be subject to revocation of previously approved stalls. It is agreed that the trainer who is approved and allocated stall space bears financial responsibility for his entire stable. Any trainer having more horses on the grounds than stalls assigned may be subject to a fine. Changes in stall allocations may be requested monthly, in writing, through the race office.
- 3. A \$50 deposit will be required on each stall allocated (maximum of \$1000). Payment is due at time of allocation.
- 4. Accrued stall rent charges will be billed every month. Invoices will be issued and are due by the 10th of the month. Northfield Park reserves the right to refuse entries if payments due are not made.
- **5.** Applicant acknowledges that he/she understands and is subject to the following provisions contained in Section 12, paragraph 3 of the existing Agreement between Northfield Park and OHHA; Permit holder (Northfield Park) may charge reasonable rents, fines, and/ or other charges for the use of dormitory, stalls and other amenities, utilities and services at the race track provided that the purpose for such rents, fines, and or other charges is to maintain and prevent the abuse of those facilities and not accomplish another objective, such as vacating the dorm area and/ or stalls. The OHHA: and its members agree to reasonably conserve all utilities, maintain all facilities and amenities used in a clean and orderly manner, and comply with all reasonable rules and regulations that my be adopted by the permit holder from time to time during the term of this Agreement).
- 6. Heaters, extension cords, propane tanks & smoking are not permitted in the barns or stalls. The only fans permitted are those that are manufacturer approved and designed to be permanently installed and secured. The use or installation of temporary lighting is prohibited.
- 7. Smoking and grill cooking are only permissible if conducted at least 10 feet away from the barns.
- 8. Parking of vans, trailers, cars and other vehicles is restricted to designated parking areas. All posted signage must be obeyed; absolutely no parking between the barns or in roadways. Management reserves the right to tow, at the owner(s)', lessee(s)' or bailee(s)' expense, abandoned, improperly parked and unlicensed or expired tag vehicles.
- 9. Horseman are responsible for properly maintaining stalls, including assuring sufficient dirt base levels and safe and secure stalls boards. Notification of the backstretch maintenance crew/stable gate security personal via written work order request is required.
- 10. Northfield Park reserves the right to change, add or alter any rules as it deems necessary, with prior notice to horsemen.
- 11. This license agreement shall not be binding upon Northfield until signed by the racing secretary of Northfield. The terms of this license agreement shall commence January 1, 2023.
- 12. Approved trainers shall not remove racehorses from Northfield's premises for the purpose of racing elsewhere in overnight events without prior approval of Executive Director of Racing.
- 13. Applicant represents that he/she and all persons for whom he/she is acting have read and are familiar with the Rules of Racing and the regulations of the Ohio State Racing Commission, the United States Trotting Association and Northfield Park and agree to be bound by and comply with completely.
- 14. Approved trainers agree to produce a signed claiming authorization, if one is not on file, within 48 hours of a successful claim upon a horse they entered. No claim proceeds will be released to the horse owner until this requirement is met.
- 15. All owners, trainers, drivers and/or agents and employees must obtain a license as required by the Ohio State Racing Commission before passes to the barn area will be issued by Northfield. Approved passes may be used only by the person in whose name such pass is issued. Misuse of any pass shall subject the pass holder to immediate revocation of the pass and ejection from the premises.
- 16. Eight horses of different interests are required in all overnight events, or the event may be cancelled. Purse distribution in said events shall be 50-25-12-8-5% unless otherwise specified in posted condition. No entrance fees are required in overnight events.
- 17. Northfield reserves the right to reject any entry and to decline or revoke stall space to any horse or to any individual.
- 18. All trainer changes for horses stabled on the grounds must be reported to the racing secretary immediately, along with the horse owner's authorization for said change. If a new trainer is not stabled on the grounds, stall application must be submitted.
- 19. Northfield may refuse admittance to, exclude or eject anyone considered unwanted or undesirable by Northfield in its sole and absolute discretion. Persons removed from an active payroll may be ejected, even though they are licensed.
- 20. IT IS CLEARLY UNDERSTOOD AND AGREED that this stall allocation is not a lease of space, but is merely a revocable license or permit granted by Northfield only on the terms and conditions set forth. Applicant recognizes that Northfield has the exclusive right and inherent right, in the exercise of its own discretion, to revoke and cancel at any time this license to all or any of its facilities, and agrees to and shall remove any or all horse(s) and to vacate the premises within 48 hours of such notice for removal. In the event applicant fails to comply with the above, applicant hereby unconditionally authorizes and empowers Northfield to remove and place such horse in any private or public stable, farm and/or the like which may then be available at applicant's own direct expense, and to further hold Northfield and its officers, agents and/or representatives completely harmless and free from any and all obligations, liability and/or expense whatsoever, arising from negligence or otherwise, including all disbursements and legal fees in connection with any of the foregoing. Failure to leave grounds on notice shall constitute trespass.
- 21. Stall space is at a premium and applicant agrees that any space not used by him/her in his/her allotment shall unconditionally revert to Northfield at Northfield's sole option.
- 22. In consideration of the license of stall space pursuant to the terms of this license agreement and other good and valuable consideration connected therewith, the undersigned agrees as follows:
- a. APPLICANT HEREBY RELEASES AND DISCHARGES Northfield and its employees, officers, agents and assigns, from any and all liability to applicant, his employees, representatives, agents, heirs and assigns, and waives all rights on account of injuries sustained by applicant, applicant's property or applicant's personnel, whether caused by the condition of premises, the negligence of Northfield or any of its agents, or otherwise. THE UNDERSIGNED ACKNOWLEDGES AND ACCEPTS the inherent dangers involved in training and racing activities, realizes that unanticipated dangers may arise, and understands that such dangers are part of the risk of the occupation and that Northfield bears no responsibility or liability for injuries arising therefrom.
- b. APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS Northfield, its officers, employees, agents and assigns for any loss, cost damage or other expense (including reasonable attorney's fees) incurred by it or its officers, employees, agents and assigns, by reason of any loss, liability, damage or cost which applicant, his employees, agents, heirs or assigns may sustain while on the premises.
- 23. Applicant grants to Northfield the right to transcribe and reproduce races in which applicant or its agents or employees may participate and agrees that Northfield may exhibit, directly or indirectly, such transcriptions or reproductions for any non-wagering purpose without compensation to applicant. Any simulcasting of races with wagering thereon, in which Northfield is either the guest track or the host track, shall be governed by applicable local, state and federal laws and rules and regulations of the Ohio State Racing Commission.
- 24. Trainer must provide proof of registration with the Ohio Bureau of Workers' Compensation, and also, if from outside of Ohio, proof of workers' compensation insurance from the Trainer's home state. Trainer agrees that anyone it employs or engages to provides services hereunder is the Trainer's sole responsibility and they shall not be considered employees, agents or representatives of Northfield.
- 25. THE UNDERSIGNED TRAINER HEREBY CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL THE RELEASE PROVISIONS. TRAINER HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) LISTED HEREON. TRAINER HAS VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.

Application	Must Be	Signed
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	DATE:	WORKERS' COMPENSATION #
SIGNATURE: TRAINER, on behalf of himself, and as authorized agent of Owner(s) listed hereon, which agency is not qualified or limited.		(Fill out if stable has employees)
FOR NORTHFIELD PARK BY:		DATE: