

2009-2010 THOROUGHBRED STALL APPLICATION

SAM HOUSTON RACE PARK

7575 N. Sam Houston Parkway W.
Houston, Texas 77064

Eric M. Johnston, V.P. of Racing/Racing Secretary
PHONE (281) 807-8700 FAX (281) 807-8701
1-800-807-7223

Racing
November 27, 2009 - April 3, 2010

Applications are Due
Friday, October 16, 2009

**DO NOT SHIP
WITHOUT STALL
CONFIRMATION**

**ZERO DATE:
MONDAY,
NOV. 23RD
BY NOON**

1. Eligibility: The following horses will not be eligible to race or stable at SHRP:
 - A. Maidens, six years old or older may not run at SHRP.
 - B. Any horse thirteen years old or older may not run at SHRP.
2. Past performances must accompany the application.
These applications not accompanied by past performances will not receive consideration until completed.
3. No pony stalls allotted for stables of less than twelve (12) horses.
4. Balanced stables will receive first preference.
5. No dogs in stable area.
6. \$100.00 deposit required for each dormitory room.
7. Only allowable bedding material will be wood shavings and straw.
8. **FOAL PAPERS MUST BE ON FILE MONDAY, NOV. 23, 2009 BY NOON TO RECEIVE A 0 (ZERO) DATE.**
9. Stalls will be assigned to horses on application. No substitutions allowed without permission of the Racing Secretary.



**ALL STALLS MUST
BE OCCUPIED BY
NOV. 27, 2009**

	Name of Horse	Sex & Age	Allowance or Claiming Price	Track & Date of Last Start	Maiden	Acct Tex Bred	Name & Address of Owner
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							

CURRENT DAILY RACING FORM
PAST PERFORMANCES
MUST ACCOMPANY ALL
STALL APPLICATIONS
DUE FRIDAY, OCTOBER 16,

Trainer _____
 Street & Number _____
 City _____ State _____ Zip _____
 Cell Phone () _____ Permanent Phone () _____
 Signed _____ Date _____ (MUST ALSO BE SIGNED ON THE REVERSE SIDE)

Foals of 2008 will not be permitted to stable at Sam Houston Race Park. Additionally Foals of 2008 will not be permitted to train at Sam Houston Race Park until February 1, 2010 and will only do so after 9:30 am.

Terms and Conditions

When applying by fax, both sides of this application must be signed and returned.

The applicant agrees to abide by and comply with all rules and regulations of the Texas Racing Commission (TRC) and of Sam Houston Race Park, Ltd. (SHRP) at 7575 North Sam Houston Parkway West, Houston, TX, 77064 ("Racetrack").

The applicant agrees that in consideration for and as a condition of the granting of this permission to stable at SHRP to 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 grooms or other stable employees, the applicant and all persons for whom he/she is acting will be bound by all the terms and conditions, herein after set forth. It is mutually understood and agreed, and the applicant represents that the applicant has been granted the authority by the owner(s) of all horses in his/her care to be stabled at SHRP to make this application, to enter into the agreement contained herein, and to bind such owner or owners to the same.

1. It is understood that SHRP may assign stall space or other accommodations for any or all or none of the horses listed hereon by the applicant; and the applicant hereby authorizes SHRP to cross out the names of any or all horses listed hereon for which SHRP does not wish to assign stall space or other accommodations and to assign stall space or other accommodations only for horses whose names are not crossed out.
2. The applicant shall enter and race the horses listed hereon which have been assigned free stall space by SHRP 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 SHRP shall govern the conduct of this meeting, and all owners, trainers, jockeys, and stable employees shall abide by such.
4. Foal certificates and negative Coggins are required for all horses to be stabled at SHRP. They must be filed with the Racing Secretary.
5. SHRP reserves the right to refuse any entry or transfer.
6. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests according to the requirements of the TRC.
7. All trainer changes must be reported to the TRC and SHRP immediately along with the owner's and previous trainer's authorization.
8. SHRP reserves the right to decline stall space, revoke this permit at will, and to have any owner or trainer using stall space to vacate the stalls and move any and all horses, equipment and personnel off the premises within twenty-four hours after receiving notice to vacate.
9. SHRP may refuse admittance to or eject anyone whom it considers undesirable in accordance with regulations of the TRC.
10. SHRP shall not be liable for, and that the owner and lessees of the horse will indemnify and hold harmless SHRP against all responsibility or liability or claims for injury or damage to any person, horse, or other property of the undersigned; or of any person, or his or their agents, employees or associates caused by the horse, or the agent or employee of the undersigned, or by any other person, whether by negligence or otherwise, on the premises of SHRP.
11. Applicant, for himself, owners of horses in his custody, his agents and his employees, hereby assign to SHRP any and all rights to motion pictures, television, and radio broadcasting in connection with races run over the course at SHRP.
12. The applicant agrees on behalf of himself and the owner(s) of horses in the custody of the applicant, that all horses entering onto the grounds of SHRP, do so at the individual owner(s) and/or applicant's risk. SHRP 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 SHRP, its agents or employees. For protection of applicant and/or owners, it is requested that the applicant and/or owner insure their horses against losses by fire or other occurrences.
13. The applicant agrees to keep the stabling accommodations and groom's quarters (including bathrooms) allotted to him in good and clean condition. The applicant consents to periodic inspection of said facilities without notice by SHRP. Any damage caused to said accommodations and quarters will be repaired by SHRP at applicant's expense.
14. The applicant agrees to deposit \$100.00 for each groom's room that is allotted. The only occupants of the allotted dorms must be licensed Grooms in the employ of the Trainer to which the dorm is allotted. Exercise Riders, Jockey, Pony Persons, Stable Foremen, and Assistant Trainers are not permitted to house in the dorms. Upon departure, if the rooms are found suitable to SHRP, the deposit will be returned to the applicant. The applicant agrees to pay a fee of \$15.00 for each key allotted to him for the groom's room. All Request for Deposit refunds must be made in writing within 30 days after the end of the meet.
15. No dogs shall be allowed in the stable area of SHRP.
16. No firearms shall be allowed on premises of SHRP.
17. Only approved heating appliances shall be allowed on the premises of SHRP.
18. All owners, trainers, jockeys, and/or their employees must be licensed by the TRC.
19. Applicants agree to abide by all environmental procedures from time to time implemented at SHRP, 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 SHRP.

20. Release and indemnity agreement:

Applicant recognizes the risks of the activities to be conducted at the Racetrack by or on behalf of applicant, the owners of the horses named in this application and all other persons for whom applicant is acting (applicant and such owners and other persons are collectively referred to as "indemnifying parties"), and has determined that the facilities at the Racetrack are reasonably suited for all horse racing related activities to be conducted by or on behalf of any such parties. Sam Houston Race Park, Ltd. (and its partners, officers, directors, agents, vendors, employees, contractors, visitors and licensees collectively "SHRP") 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 Racetrack premises under express or implied invitation of any of the indemnifying parties, or arising out of the use of the Racetrack premises and facilities by any of the indemnifying parties. The indemnifying parties hereby agree to release SHRP from and to indemnify and hold SHRP harmless from any liability, loss, expense or claims (including reasonable attorneys' fees) arising out of such injury or damage. The indemnifying parties shall not be liable to SHRP or to any other person whomsoever entering the Racetrack premises under express or implied invitation of SHRP, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the negligence or misconduct of SHRP, and SHRP agrees to release the indemnifying parties from and to indemnify and hold the indemnifying parties harmless from any liability, loss, expense or claims (including reasonable attorneys' fees) arising out of any such injury or damage. In the event of any inconsistency between these provisions and any mandatory provisions of the Texas Racing Act or Rules of Racing, the Texas Racing Act or Rules of Racing, as applicable, shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any mandatory provisions of any amendment to the Texas Racing Act or Rules of Racing. 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.

HORSEMEN S ATTENTION

This application must be filled out in full, signed and returned to the Racing Secretary, Sam Houston Race Park, 7575 N. Sam Houston Parkway W., Houston, Texas 77064.

Name of Trainer (print): _____ Signature: _____ Date: _____

E-Mail Address: _____