2018 THOROUGHBRED STALL LICENSE APPLICATION

SAM HOUSTON RACE PARK

Racing Department
7575 N. Sam Houston Parkway W.
Houston, TX 77064
Phone (281) 807-8780 or 1-800-807-7223
Fax (281) 807-8701 Web Site: www.shrp.com

RACING
January 19, 2018- March 17, 2018

APPLICATIONS ARE *DUE TUESDAY, NOVEMBER 7, 2017*

BACKSIDE OPENS: MONDAY, DECEMBER 11, 2017

TRAINING BEGINS: MONDAY, DECEMBER 18, 2017

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 That Enter 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 Piroplasmosis 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.

3. No pony stalls allotted for stables of less than (12) horses.

4. **$115 deposit required for each dormitory room. One Dorm allowed for each 10 stalls assigned. There will be a $10 stall deposit for each allocated stall which is refundable if stalls are stripped upon vacating premises.**

5. Only allowable bedding material will be Wood Shavings or Straw.

6. Stalls will be assigned to horses on application. No substitutions allowed without permission of the Racing Secretary.

7. Negative Coggins reports must accompany registration papers!! **ZERO DATE, WEDNESDAY, JANUARY 10, 2018**.

8. No Dogs Allowed in the Stable Area.

DO NOT SHIP WITHOUT STALL CONFIRMATION

ALL STALLS MUST BE OCCUPIED ONE WEEK PRIOR TO OPENING DAY

	Name of Horse	Sex & Age	Allowance or Claiming Price	Track & Date of Last Start	Maiden	Acct. Texas Bred	Name of Owner
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3							
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19							
20							

Trainer _____ **Signature**_____

Address _____ **City** _____**State**_____**Zip**_____

Cell Phone_____**Permanent Phone**_____ **E-mail**_____

Web Site:
www.shrp.com/horsemen-info

SAM HOUSTON RACE PARK

Email Address:
Matt.Crawford@pngaming.com

Terms and Conditions

The Applicant/Licensee 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, including but not limited to the Sam Houston Race Park/Penn National Gaming, Inc. Racing Guide

The Applicant/Licenseeagrees that in consideration for and as a condition of the granting of this revocable permission to Applicant/Licensee 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/Licensee and all persons for whom he/she is acting (including but not limited to employees, agents, owners, and any persons under his or her control, collectively "Affiliates") will be bound by all the terms and conditions, herein after set forth. It is mutually understood and agreed, and the Applicant/Licensee represents and warrants that the Applicant/Licensee 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, in its discretion, may assign stall space or other accommodations for any or all or none of the horses listed here on by the Applicant/Licensee; and the Applicant/Licensee 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. Applicant/Licensee agrees to be bound by the terms and conditions of this Agreement even though the Agreement may be altered by SHRP for any reason with respect to the named horses.
2. The Applicant/Licensee shall enter and race the horses listed here on 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. Applicant's/Licensee's attention is directed to the SHRP Racing Guide which is incorporated into this Agreement and Applicant/Licensee agrees to abide by all conduct guidelines and rules set forth therein.
4. Foal certificates and Negative Coggins Tests are required for all horses to be stabled at SHRP. They must be filed with the Racing Office**.**
5. SHRP reserves the unilateral 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. Should Applicant/Licensee fail to vacate the stalls and move all horses, equipment and personnel off SHRP premises after receiving written notice to vacate from SHRP and should legal recourse become necessary, Applicant/Licensee shall be responsible for all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by SHRP in enforcing its rights to this Agreement.
9. SHRP may refuse admittance to or eject anyone whom it considers undesirable in accordance with regulations of the TRC.
10. Applicant/Licensee, 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.
11. The Applicant//Licenseeagrees on behalf of himself and the owner(s) of the horses in the care, custody or control of Applicant/Licensee, that all horses entering onto the grounds of SHRP do so at the individual owner(s) and/or Applicant's/Licensee'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/Licensee and/or owners, it is suggested that the horses be insured against losses by fires or other occurrences.
12. The Applicant/Licensee agrees to keep the stabling accommodations and dorm quarters (including bathrooms) allotted to him in good and clean condition. The Applicant/Licensee 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/Licensee's expense.
13. The Applicant/Licensee agrees to deposit $115, which includes one key, for each dorm room that is allotted. Upon departure, if the rooms are found suitable to SHRP, the deposit will be returned to the applicant/licensee. One dorm room allowed for each ten stalls assigned.
14. No dogs shall be allowed in the stable area of SHRP.
15. No firearms shall be allowed on premises of SHRP.
16. Only approved heating appliances shall be allowed on the premises of SHRP.
17. Applicants/Licensees and Affiliates are not employees of SHRP. All owners, trainers, jockeys and/or their employees must be licensed by the TRC.
18. Applicants/Licensees 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.
19. **Release and indemnity agreement:**
    Applicant/Licensee recognizes the risks of the activities to be conducted at the SHRP Racetrack by or on behalf of Applicant/Licensee, the owners of the horses named in this application and the Affiliates (collectively the "Indemnifying Parties") and has determined that the facilities at the SHRP Racetrack are reasonably suited for all horse racing related activities to be conducted by or on behalf of any such parties. SHRP, its members, 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 SHRP Racetrack premises under express or implied invitation of any of the Indemnifying Parties, or arising out of the use of the SHRP Racetrack premises and facilities by any of the Indemnifying Parties. The Indemnifying Parties hereby agree 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 such injury or damage. The Indemnifying Parties shall not be liable to the Indemnified Parties or to any other person whomsoever entering the SHRP Racetrack premises under express or implied invitation of SHRP, for any injury to persons or damage to property on the SHRP 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.
20. 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.
21. 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 on both sides and returned to the:

Racing Secretary, Sam Houston Race Park, Racing Office, 7575 N. Sam Houston Parkway W., Houston, TX 77064. (Fax; 281/807-8701)

Name of Trainer (print) _____ Signature_____

E-Mail Address_____ Date_____ Phone_____