RETURN TO: Stall Committee at Hollywood Gaming at Mahoning Valley Racecourse 655 N Canfield Niles Rd Youngstown, OH 44515

APP REC'D



MAHONING VALLEY RACE COURSE Starting October 26, 2018

DO NOT SHIP WITHOUT STALL **CONFIRMATION** Please NOTE: **ALL HORSE TRAFFIC MUST ENTER ON 76 DRIVE**

D

Please complete and return stall applications immediately

DEADLINE: September 14, 2018

ABSOLUTELY NO SUBSTITUTIONS OR ADDITIONAL HORSES WITHOUT PERMISSION Applications will not be considered unless completed in full (PLEASE PRINT)

NAME OF HORSE Please print correctly and clearly	SEX	AGE	Foaled	ОІНО	Maiden	Date	TRACK	NAME AND ADDRESS OF OWNERS (ALL PERSONS HAVING INTEREST) PLEASE PRINT
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IMPORTANT: OSRC regulations require the accurate listing of the permanent address of owner and trainer

	TRAINER:			
Check if Walker Space is needed	ADDRESS			
6 or more stalls required. A limited number of spaces are available for Private/Third Party Walking Machines	CITY		STATE	ZIP
raity waiking machines	PHONE ()			
DO NOT FILL IN	RACETRACK STAE	BLED AT TIME OF APPL	ICATION	
PRIOR YEAR	NO DOG	S ALLOWED ON THE	GROUNDS	
STALLS	STALLS \	WILL REVERT BACK T	O MAHONING V	ALLEY IF NOT OCCUPIE
STARTS	ALL 1100	CE TRAFFIC MALICE FI	NITED ON 76 DDI	VE1

Name of horses on Stall Application must be PRINTED CORRECTLY AND CLEARLY!

ALL HORSE TRAFFIC MUST ENTER ON 76 DRIVE!

TERMS AND REGULATIONS FOR STALL APPLICATIONS

PLEASE READ CAREFULLY: All Applicants/Licensees)"Applicant(s)") shall be subject to Stable Area Rules and the Penn National Gaming, Inc. /Hollywood Gaming at Mahoning Valley Race Course "Racing Guide", including but not limited to the following:

- 1. The terms of this agreement shall be for the 2018-2019 meeting of Youngstown Real Estate Ventures LLC (hereafter "Mahoning Valley") for the conduct of Thoroughbred racing beginning October 26, 2018 at Mahoning Valley and ending April 2019.
- 2. The applicant shall enter and if permitted, race the horses listed herein which have been assigned free stall space by Mahoning Valley in races for which they are eligible unless the Racing Secretary shall agree otherwise.
- 3. The rules and regulations of the Ohio State Racing Commission (OSRC) and rights of Mahoning Valley as a private enterprise and licensor shall govern the conduct of this meeting and racing programs and to all the owners, trainers, their employees, respective agents and jockeys.
- 4. Foal Certificates must be filed at the Racing Secretary's office upon arrival and approved by the Racing Secretary.
- 5. Mahoning Valley reserves the right to reject any entry for any reason or not, Mahoning Valley may refuse admittance to or eject anyone with or without notice and with or without cause.
- 6. It is understood and agreed that this is not a lease of any space, but is merely a revocable license granted by Mahoning Valley, only on the terms and conditions set forth. Mahoning Valley reserves the unrestricted right to decline stall space, reduce the number of stalls allocated, revoke this license at will, for any reason, or no reason, and to require any Applicant using stall space to vacate stalls and move all horses, equipment and personnel off the Mahoning Valley premises within seven (7) days of receiving notice from Mahoning Valley.
- 7. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests while riding or exercising horses according to the requirements of the OSRC. Caliente helmets are prohibited.
- 8. All changes in trainers must be reported to the OSRC and the Racing Secretary immediately along with the owner's and previous trainer's authorization.
- 9. Applicant and their employees agree to keep the stabling accommodation and any assigned dormitory bed(s) allotted to him/her in good, safe and clean condition at all times. The Applicant and employees consent to periodic inspection of any and all facilities allotted to him/her by Mahoning Valley, including any property of others which may be located therein at any time, with or without notice. Any damages to such facilities will be repaired by Mahoning Valley, and the Applicant shall be solely responsible for the cost of such repairs.
- 10. Only Applicants shall be allotted bed(s) in the dormitory. The Applicant agrees to pay \$5.00 a day per bed, not to exceed \$150.00 a month per bed, that is allotted in the dormitory (dormitory rooms shall have two (2) beds each). A deposit of \$100 per bed shall be required at the time a bed is issued to Applicant. Upon vacating, rooms must be found in suitable condition (i.e. empty and cleaned and keys, if any, returned). Failure to vacate room in satisfactory condition or in required time frame shall result in loss of deposit. Applicant and employee(s) of Applicant assigned bed(s) in dormitory are subject to all rules and regulations in place for dormitory. A separate agreement between Mahoning Valley and Applicant may be required for allocation of dormitory bed(s).
- 11. Firearms, fireworks or any explosive materials and/or any other type of weapons are absolutely prohibited on the premises of Mahoning Valley.
- 12. No heating or cooking devices are permitted in barn areas or dormitory (unless supplied by Mahoning Valley). Heat lamps are not permitted in the barn or dormitory areas. No flammable liquids or materials are to be stored in the barns or dormitory.
- 13. The use of, distribution and possession of alcoholic beverages is not permitted in the barn or dormitory area(s).
- 14. No smoking or use of E-cigarettes is permitted in any barn or dormitory. Smoking shall only be permitted in specified areas.
- 15. Motorcycles, campers, house trailers, mobile homes and ATVs shall not be permitted in the stable area at any time. Applicant and employees must follow all posted speed limits in barn area and park only in designated areas.
- 16. The use of sawdust or shavings is not permitted in any stalls. The only approved bedding material in stalls is straw. Applicant and all employees must place straw, manure and trash in respective receptacles and keep such areas in acceptable condition.
- 17. No dogs are allowed on the premises of Mahoning Valley
- 18. All horses (including ponies) are required to have a negative Coggins Test Certificate, dated within the past 12 months a Health Certificate within the past 30 days and proof of a herpes vaccine within the last 10 to 180 days.
- 19. All owners, trainers, jockeys and their employees must obtain a license issued by the OSRC. This license must be worn or produced on demand by any member of the OSRC, Mahoning Valley Security or officials of Mahoning Valley.
- 20. All trainers and/or owners must show proof of current Worker's Compensation policy covering all of their employees including exercise people and list the policy number with security.
- 21. Horses allotted stalls as part of this Agreement should attempt to arrive between the hours of 8:00 A.M. and 4:00 P.M. on date(s) indicated by the Racing Secretary to be able to be given their stalls and taken care of as quickly as possible. **DO NOT SHIP IF STALLS**HAVE NOT BEEN CONFIRMED BY RACING SECRETARY. HORSE TRAFFIC MUST ENTER ON 76 DRIVE
- 22. Applicant, their employees and any other individual allotted barn, stall or dormitory room and/or vehicle brought onto the grounds of Mahoning Valley may be subject to search by Mahoning Valley or its agents.
- 23. Applicant acknowledges that allocation of stalls by Mahoning Valley pursuant to this application does not entitle, guarantee or grant any rights to applicant to remain in possession of any allocated stalls or dorm bed(s) whether during the term of the Mahoning Valley meet or after the end of the Mahoning Valley meet.
- 24. By stabling and/or racing at Mahoning Valley, Applicant agrees to fully exonerate, indemnify, defend and hold harmless Youngstown Real Estate Ventures LLC, its parent companies, landlords, premises owners, their owners, agents, employees and affiliates from and against all claims, actions, demands, losses and damages arising out of or resulting there from, and all expenses incidental to the defense of any such claims, actions, demands, losses and damages, including costs and attorney's fees, based on or arising out of damage or injury to the applicant or other persons, including loss of use thereof caused by or sustained in connection with the activities at Mahoning Valley in which horsemen partake.
- 25. Applicant acknowledges and accepts that injuries occurring as a part of any activities associating with training or racing or any other equine related activities occurring at Mahoning Valley are part of the risk of the occupation and Mahoning Valley bears no responsibility or liability for injuries arising there from.

By signing below, the applicant accepts and unconditionally agrees to all terms, covenants and conditions on each side of this application, individually and on behalf of the owner(s) of any horse(s) in the custody of the applicant.

Signature of Applicant	Date
Mahoning Valley Confirmation	Date