

**RETURN TO:**  
 Stall Committee -  
 Hollywood Gaming at  
 Mahoning Valley Racecourse  
 655 N Canfield Niles Rd  
 Youngstown, OH 44515  
 Fax #: 330-505-8661

# HOLLYWOOD *Gaming*

**THIS FORM IS AN  
 APPLICATION ONLY  
 \* \* \*  
 DO NOT SHIP WITHOUT  
 STALL CONFIRMATION**

MAHONING VALLEY RACE COURSE  
**STALL PRIVILEGE APPLICATION**

**Starting October 25, 2019**

Please complete and return stall applications immediately

**DEADLINE: September 12, 2019**

**ABSOLUTELY NO SUBSTITUTIONS OR ADDITIONAL HORSES WITHOUT PERMISSION**

Applications will not be considered unless completed in full

<b>NAME OF HORSE</b> PLEASE PRINT CORRECTLY AND CLEARLY	SEX	AGE	Foaled	OHO	Maiden	Date	TRACK	★ <b>NAME AND ADDRESS OF OWNERS</b> (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**

**Check if Walker  
 Space is needed**  
*6 or more stalls required.*  
 A limited number of spaces are  
 available for Private/Third  
 Party Walking Machines

**APPLICANT:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**CELL PHONE:** (     ) \_\_\_\_\_

**RACETRACK STABLED AT TIME OF APPLICATION:** \_\_\_\_\_

**DO NOT FILL IN  
 PRIOR YEAR**  
 STALLS \_\_\_\_\_  
 STARTS \_\_\_\_\_  
 APP REC'D \_\_\_\_\_

**NO DOGS ALLOWED ON THE GROUNDS  
ALL HORSE TRAFFIC MUST ENTER ON 76 DRIVE!**

# **TERMS AND REGULATIONS FOR STALL PRIVILEGE APPLICATIONS**

**PLEASE READ CAREFULLY: Applicants agree to be subject to all Stable Area Rules and the Penn National Gaming, Inc./Hollywood Gaming at Mahoning Valley Race Course Racing Guide ("Racing Guide"), as well as the following:**

1. This application seeks stall space for the Applicant for the 2019-2020 meeting of Youngstown Real Estate Ventures LLC ("Mahoning Valley") for the conduct of thoroughbred racing beginning October 25, 2019 and ending April 2020. Applicant shall not be permitted to enter until approval of the Applicant is confirmed by Mahoning Valley.
2. The Applicant shall enter and if permitted, race the horses listed herein which have been assigned stall space by Mahoning Valley, in races for which they are eligible, unless the Mahoning Valley 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 shall apply to all the owners, trainers, their employees, respective agents and jockeys.
4. Mahoning Valley reserves the right to reject any entry, for any reason or no reason. Mahoning Valley may refuse admittance to or eject anyone with or without notice and with or without cause.
5. It is understood and agreed that approval of stall space does not constitute a lease of any space but is merely a revocable privilege granted by Mahoning Valley, only on the terms and conditions set forth in this application and the Racing Guide. Mahoning Valley reserves the unrestricted right to decline stall space, reduce the number of stalls allocated, or revoke this privilege 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 three (3) days of receiving notice from Mahoning Valley.
6. **REQUIREMENTS:**
  - a. Foal Certificates must be filed at the Racing Secretary's office upon arrival and approved by the Racing Secretary.
  - b. 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.
  - c. Any change in trainers must be reported to the OSRC and the Racing Secretary immediately, along with the owner's and previous trainer's authorization. Any new trainer must execute and agree to be bound by this Application.
  - d. 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.
  - e. All owners, trainers, jockeys and their employees must obtain a license issued by the OSRC. This license must be worn or produced on demand of any member of the OSRC, Mahoning Valley Security or officials of Mahoning Valley.
  - f. Prior to entry, 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 Mahoning Valley Security.
  - g. Applicant's horses should 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 assigned their stalls and taken care of as quickly as possible. **HORSE TRAFFIC MUST ENTER ON 76 DRIVE. DO NOT SHIP IF STALL PRIVILEGES HAVE NOT BEEN CONFIRMED BY RACING SECRETARY.**
7. **DORMITORY:**
  - a. If Applicants is allotted bed(s) in the dormitory, Applicant agrees to pay \$5.00 per day per bed, not to exceed \$150.00 per month per bed allotted. (Dormitory rooms shall have two (2) beds each). A deposit of \$100 per bed shall be required at the time a bed is assigned to Applicant. Upon vacating, rooms must be left in suitable condition (i.e. empty and cleaned and keys, if any, returned). Failure to vacate room in satisfactory condition or by required time frame shall result in loss of deposit. Any person assigned bed(s) in dormitory is subject to all rules and regulations in place for dormitory, and a separate agreement covering dormitory rules may be required.
  - b. Applicant agrees to keep the stabling accommodation and any assigned dormitory bed(s) allotted to him/her in good, safe and clean condition at all times. Applicant consents to periodic inspection of any and all facilities allotted to him/her by Mahoning Valley, including any property of others which may be located in the facilities at any time, with or without notice. Any damages to facilities will be repaired by Mahoning Valley, and the Applicant agrees to be solely responsible for the cost of such repairs. A charge of \$50.00 per stall shall be levied for failure to clean stalls of all materials before end of Agreement.
8. **PROHIBITED:**
  - a. Firearms, fireworks or any explosive materials and any type of weapons are absolutely prohibited on the premises of Mahoning Valley.
  - b. No heating or cooking devices or heat lamps are permitted in barn areas or in dormitory (unless supplied by Mahoning Valley). No flammable liquids or materials are to be stored in the barns or dormitory.
  - c. The use, distribution or possession of alcoholic beverages is not permitted in the barn or dormitory areas.
  - d. No smoking or use of E-cigarettes is permitted in any barn or dormitory. Smoking is permitted only in designated areas.
  - e. Motorcycles, campers, house trailers, mobile homes and ATVs are not permitted in the stable area at any time. Applicant and his/her employees must follow all posted speed limits in barn area and park only in designated areas.
  - f. The use of sawdust or shavings is not permitted in any stalls. The only approved bedding material in stalls is straw. Applicant and his/her employees must place straw, manure and trash in designated receptacles and keep stalls and receptacles in acceptable condition.
  - g. No dogs are allowed on the premises of Mahoning Valley.
9. Any individual allotted barn, stall or dormitory room, and any individual or vehicle brought onto the grounds of Mahoning Valley, is subject to search by Mahoning Valley or its agents at any time.
10. Applicant acknowledges that allocation of stall privileges 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 beds, whether during the term of the Mahoning Valley meet or after the end of the Mahoning Valley meet.
11. **Applicant acknowledges and accepts that serious injuries (even death) or damages may occur as a part of activities associated with training, racing or any other equine-related activities at Mahoning Valley. Applicant assumes all risks of these activities, and Mahoning Valley bears no responsibility or liability for injuries or losses in connection with activities at Mahoning Valley.**
12. **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, all of their owners, agents, members, employees and affiliates from and against all claims, actions, demands, losses and damages arising out of or resulting from any activities at Mahoning Valley, and from and against 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 Applicant's employees or guests.**

**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