

#### RETURN TO: STALL COMMITTEE, BELTERRA PARK CINCINNATI, 6301 KELLOGG AVENUE, CINCINNATI, OH 45230

PLEASE COMPLETE AND RETURN STALL APPLICATION IMMEDIATELY • APPLICATION MUST BE COMPLETED IN FULL AND RECEIVED BY THE

### APPLICATION DEADLINE OF MARCH 18, 2024.

ABSOLUTELY NO SUBSTITUTIONS OR ADDITIONAL HORSES WITHOUT PERMISSION • DO NOT SHIP WITHOUT STALL CONFIRMATION

NAME OF HORSE PRINT CORRECTLY AND CLEARLY	SEX	AGE	OH FOALED	MAIDEN	DATE	TRACK	NAME AND ADDRESS OF OWNER
1.							
2.							
3.							
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21.							

OSRC REGULATIONS REQUIRE THE ACCURATE LISTING OF THE PERMANENT ADDRESS OF OWNER AND TRAINER. STALLS MUST BE STRIPPED AND CLEANED WHEN VACATED OR A CHARGE OF \$25 PER STALL

WILL BE ASSESED AND FUTURE APPLICATIONS MAY NOT BE CONSIDERED.

TRAINER	PHONE							
ADDRESS	CITY	STATE	_ZIP					
CHECK IF A WALKER IS NEEDED. 6 OR MORE STALLS REQUIRED. A LIMITED NUMBER OF SPACES ARE AVAILABLE FOR PRIVATE/THIRD PARTY WALKING MACHINES.								
RACETRACK STABLED AT TIME OF APPLICATION								
NAME OF HORSES ON S NO DOGS ALLOWED ON THE GROUN	TALL APPLICATION MUST BE <b>PRINTE</b> IDS. * STALLS WILL REVERT TO BELTE							

\*See Term 14 below regarding service animals.

FOR OFFICE USE ONLY

 PRIOR YEAR
 STALLS
 STARTS
 APPLICATION RECEIVED

**NOTICE TO APPLICANTS**: Any Horse which is not eligible to enter in another Jurisdiction must obtain permission from the Board of Stewards before entering. There will be no exceptions to this rule.

# PER THE BOARD OF STEWARDS

- All stall applications must be accompanied by current past performance record(s).
- No pony with less than eight horses.
- Horses not raced for sixty days must have one published workout.
- Horses not raced for ninety days must have two published workouts.
- First Time starters must have three published workouts and be approved by the Starter.
- Maidens seven years or older are not permitted to stable or start.

# TERMS AND REGULATIONS FOR STALL

#### APPLICATIONS PLEASE READ CAREFULLY:

- The terms of this agreement shall be for the 2024 racing season of PNK (Ohio) LLC DBA Belterra Park Cincinnati (hereafter "Belterra Park Cincinnati") for the conduct of Thoroughbred racing beginning April 12<sup>th</sup>, 2024, at Belterra Park Cincinnati and ending October 31, 2024
- 1. All horses need to be digitally tattooed or have microchip before an entry can be taken. No Maidens seven (7) years or older are permitted to race or stable. No exceptions.
- 2. The applicant shall enter and if permitted, race the horses listed herein which have been assigned free stall space by Belterra Park Cincinnati 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), Horseracing Integrity and Safety Authority (HISA), Horseracing Integrity and Welfare Unit (HIWU), and rights of Belterra Park Cincinnati as a private enterprise shall govern the conduct of this meet 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 must be approved by the Racing Secretary.
- 5. Belterra Park Cincinnati reserves the right to reject any entry for just cause.
- 6. All jockeys, trainers and exercise personnel are required to wear safety helmets and safety vests while riding or exercising horses according to the requirements of the OSRC.
- 7. All changes in trainers must be reported to the OSRC and the Board of Stewards immediately along with the owner's and previous trainer's authorization.
- 8. It is clearly understood and agreed that this is not a lease of any space but is merely a revocable permit by Belterra Park Cincinnati on the terms and conditions set forth.
- 9. Belterra Park Cincinnati may refuse admittance to or eject anyone with or without notice and with just cause.
- 10. The Applicant agrees to keep the stabling accommodation, tack rooms, any assigned dormitory quarters, and associated restrooms, toilets, or other common areas allotted to them in good, safe, and clean condition. Extension cords must be outdoor rated; however, power strips are preferred for the use and subject to inspection by Belterra Park Cincinnati personnel at any time. The Applicant consents for itself and its employees to periodic inspection of such accommodation and quarters and any other facilities allotted to them by Belterra Park Cincinnati, 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 Belterra Park Cincinnati, and the Applicant shall be responsible for the cost of such repairs. When stalls are vacated, they must be stripped and cleaned or a charge of \$25 per stall will be assessed and future applications may not be considered.
- 11. Dormitory rooms are allotted only to trainers and are the sole responsibility of the trainer. The Applicant agrees to pay a \$450 fee for a single dorm and \$550 for a double dorm. Upon vacating, rooms must be found in suitable condition (i.e., empty, clean, and keys returned). There will be a key deposit of \$25 that will be refunded upon satisfactory inspection of room(s). Any repairs, extraordinary cleaning or unreturned keys will be billed to the trainer and will be due upon presentation. No stall application for future stalls will be accepted until paid in full.
- 12. Firearms, fireworks, or any explosive materials and/or any other type of weapons are absolutely prohibited on the premises of Belterra Park Cincinnati. No cooking is allowed in the dorm rooms except for microwave ovens. Propane gas grills are allowed on the premises but must be at least 25 feet from barns and dormitory rooms. No alcoholic beverages are allowed on the backside.
- 13. The use of sawdust or shavings is not permitted in any stalls. The only approved bedding material in stalls is straw. Applicants and all employees must place straw, manure and trash in respective receptacles and keep such areas in acceptable condition.
- 14. No dogs, except dogs recognized as service animals under the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), are allowed on the premises of Belterra Park Cincinnati.
- 15. All horses (including ponies) are required to have a negative Coggins Test Certificate, dated within the past 12 months and a Health Certificate within the past 30 days. In addition, ALL horses entering the grounds must have current Equine Herpes, Encephalitis, Rabies, Tetanus, Influenza, and Rhinopneumonitis vaccines. Owners, Trainers, and jockeys must obtain a license issued by the OSRC. This license

must be worn and visible, or otherwise produced when requested by any member of the OSRC, Belterra Park Cincinnati Security, or officials of Belterra Park Cincinnati.

- 16. Children are to be supervised at all times by their parent/guardian while on the premises. No one under the age of 18 will be permitted in the dorm area between the hours of 8pm and 5am unless approved, in writing, by Belterra Park Cincinnati's management.
- 17. All trainers and/or owners must show proof of current Worker's Compensation policy covering all their employees including exercise people in compliance with OSRC

3769-7-01 (B). Ohio law requires all employers to carry worker's compensation insurance on all employees. This includes all individuals employed by trainers or owners in the training and maintenance of horses. If concessionaires are used for the work required, it is the responsibility of the owner or trainer to ensure that all employees performing any duties for the owner or trainer is covered by worker's compensation insurance.

- 18. A **CURRENT** copy of your Workers Compensation Policy **MUST** accompany the stall application. This includes, but is not limited to, Pony Riders who must have worker's compensation to pony at Belterra Park Cincinnati.
- 19. Horses allotted stalls should attempt to arrive between the hours of 8:00 A.M. and 4:00 P.M., when possible, 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 MANAGEMENT WITHOUT WRITTEN NOTICE.
- 20. Applicant acknowledges that allocation of stalls by Belterra Park Cincinnati pursuant to this application does not entitle, guarantee, or grant any rights to applicant to remain in possession of any allocated stalls after the end of the Belterra Park Cincinnati meet.
- 21. By signing below, the Applicant warrants their authority to and hereby accepts and unconditionally agrees to all terms, covenants, and conditions of this application, individually and on behalf of the owner(s) of any horse(s) in the custody of the Applicant.
- 22. By stabling and/or racing at Belterra Park Cincinnati, Applicant, for themself and the owner of any horse in their custody, agrees to fully exonerate, indemnify, defend and hold harmless Belterra Park Cincinnati and its owners, officers, directors, employees, representatives, independent contractors, parents, and subsidiaries from and against all claims, actions, demands, losses and damages including costs and attorneys' fees, based on or arising out of damage or injury to the Applicant, horses in their custody, or other persons, including disability or death, or damage or injury to any horse or other property, including loss of use thereof, caused by or sustained in connection with the Applicant's activities at Belterra Park Cincinnati.

Signature of Applicant

Date

Belterra Park Cincinnati

Date