



Training Center Stall Application and Privilege Agreement - Terms and Conditions

The Applicant agrees to abide by and comply with all rules and regulations of the Texas Racing Commission ("TRC"), and of Retama Development Corporation and Pinnacle Retama Partners, LLC (collectively "RETAMA") at One Retama Parkway, Selma, TX 78154, including but not limited to those set forth in the Retama Park/Penn National Gaming, Inc. Racing Guide ("Racing Guide," available at <https://www.retamapark.com/racing/horsemen>). **Current COVID-19 protocols must be adhered to. Contact the racing office for current policy and updates.**

Applicant agrees that this is not a lease of space but is merely a revocable privilege to occupy stall space subject to the terms and conditions outlined below. The Applicant agrees that in consideration for and as a condition of the granting of this revocable permission to the Applicant to stable at RETAMA, the Applicant and all persons for whom he/she is acting (including but not limited to employees, agents, owners, trainers and any persons under his or her control, collectively "Affiliates") will be bound by all the terms and conditions, herein after set forth. The Applicant represents and warrants that the Applicant been granted the authority by the owner(s) of all horses in his/her care to be stabled at RETAMA to make this application, to enter into the agreement contained herein, and to bind such owner or owners to the terms agreed to in this Stall Application and Privilege Agreement ("Agreement").

Training Center Fee Structure, Payment Terms and Hours of Operations

- a) Stall rent is \$8.00 per stall per day. An additional manure removal fee will be assessed. The fee shall be calculated as the Applicant's number of stall days divided by all RETAMA Applicant stall days multiplied by the fee charged by the manure removal company. A stall day is defined as one horse in a stall for one day. For example, an Applicant with 5 horses for 30 days computes do 150 stall days.
- b) Monthly stall rent is due no later than the 15th of the following month. For example, for horses stalled in December 2020, stall rent shall be due no later than January 15, 2021.
- c) If paid in full by the due date, a 10% discount will be applied to the stall rent invoice.
- d) Payment by cash, check or credit card. There will be a \$50 fee for any returned checks.
- e) If current invoice not paid in full by the due date, horses in the delinquent trainer's care will be denied racetrack access and walker usage and the trainer and his/her horses will be asked to vacate the premises pursuant to Section 5 below...
- f) Walker and dorm rental are additional charges by RETAMA.
- g) The training center will open from Tuesday, December 1, 2020 through Thursday, April 15, 2021.
- h) The track will be open Tuesday through Saturday, 7:00 am – 11:00 am, weather permitting.
- i) The track will be closed on Thanksgiving Day, Christmas Day, and New Year's Day and any other days as deemed necessary by RETAMA.
- j) The starting gate will be available 7:30 am to 10:00 am on days the track is open for training, except on December 10, 11, 17 & 18, on which days the gate will not be set.

Other Terms and Conditions

1. The rules and regulations of the TRC and RETAMA shall govern the conduct of this training center, and all owners, trainers, jockeys/exercise riders and stable employees shall abide by such. Applicant's attention is directed to the Racing Guide which is incorporated into this Agreement, and Applicant agrees to abide by all conduct guidelines and rules set forth therein.
2. **Current Negative Coggins, Piroplasmosis Information and All Vaccinations, Including EHV-1, given no less than 14 days and within 90 days of horses' arrival, MUST ACCOMPANY ALL HORSES THAT ENTER THE STABLE AREA.** Other health requirements may be imposed at any time at discretion of RETAMA.
3. RETAMA reserves the unilateral right to refuse any access into the barn area any reason. No guests shall be permitted in the barn area at any time. Only essential personnel, as determined in sole discretion by RETAMA, shall be permitted in the barn area.
4. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests according to the requirements of the TRC. No Caliente helmets.

5. RETAMA reserves the right to decline stall space, revoke stall privileges at will, and to require any owner or trainer using stall space to vacate the stalls and move horses, equipment and personnel off the premises within twenty-four (24) hours after receiving notice to vacate. Should Applicant fail to vacate the stalls and move all horses, equipment, and personnel off RETAMA premises after receiving written notice to vacate from RETAMA, and should legal recourse become necessary, Applicant shall be responsible for all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by RETAMA in enforcing its rights under this Agreement.
6. RETAMA may refuse admittance to or eject anyone whom it considers undesirable in accordance with regulations of the TRC or in the sole discretion of RETAMA.
7. The Applicant agrees, on behalf of himself/herself and the owner(s) of the horses in the care, custody or control of Applicant, that all horses entering onto the grounds of RETAMA do so at the individual owner(s) and Applicant's risk. RETAMA 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 RETAMA, its agents or employees. For protection of Applicant and owners, it is recommended that the Applicant insure horses against losses by fires or other occurrences.
8. The Applicant agrees to keep the stabling accommodations and dorm quarters (including bathrooms) allotted in good and clean condition. The Applicant consents to periodic inspection of any RETAMA facilities without notice. Any damage caused to any RETAMA facilities or property will be repaired by RETAMA at Applicant's expense which shall be payable within five (5) days of billing. A \$10.00 fee will be assessed for each stall that is not stripped upon leaving.
9. The Applicant agrees to a refundable fee of \$100.00, which includes one key, for each dorm room that is allotted. Applicant will be responsible for returning keys and leaving rooms in good condition. A \$75.00 fee shall be assessed for each dorm room key not returned.
10. Pony stalls will be allocated on an individual basis with preference given to trainers with 12 or more stalls. Please denote on Application if a pony stall is required.
11. No dogs shall be allowed in the stable area of RETAMA, except Service Dogs registered with Security.
12. Only Wood shavings are permitted for bedding.
13. Only RETAMA rental hot walkers are permitted.
14. No firearms shall be allowed on premises of RETAMA.
15. Only approved heating appliances shall be allowed on the premises of RETAMA. Approval must be obtained from the Racing Secretary.
16. Applicants and Affiliates are not employees of RETAMA. Applicant and all owners, trainers, jockeys/exercise riders and their employees must be licensed by the TRC.
17. Applicants agree to abide by all environmental procedures from time to time implemented at RETAMA, including without limitation, the following:
 - a. The use of washing machines is prohibited.
 - b. All hoses must be equipped with automatic shutoff nozzles and turned off when not in use.
 - c. Only biodegradable soap may be used.
 - d. All manure and bedding material must be placed only in the containers designated by RETAMA.

18. Release and Indemnity Agreement:

Applicant recognizes the risks of the activities to be conducted at the RETAMA Racetrack by or on behalf of Applicant, the owners of the horses named in this application and the Affiliates (collectively the "Indemnifying Parties") and has determined that the facilities at the RETAMA Racetrack are reasonably suited for all horse racing related activities to be conducted by or on behalf of any such parties. RETAMA, its members, landlords, partners parent entities, 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 RETAMA Racetrack

premises under express or implied invitation of any of the Indemnifying Parties, or arising out of the use of the RETAMA Racetrack premises and facilities by any of the Indemnifying Parties. Applicant agrees, for him/herself and on behalf of the Indemnifying Parties, 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 the activities of the Applicant and the Indemnifying Parties at RETAMA.

19. In the event of any inconsistency between these provisions and any mandatory provisions of applicable law, including the Texas Racing Act or Rules of Racing, the applicable law shall control. Further, these provisions shall be deemed to be amended to the extent of, and to comply with, any mandatory provisions of any amendment to applicable law.

20. 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.

21. Applicant and Affiliates shall be required to comply with all COVID-19 requirements as determined by RETAMA, TRC or any other local, state, or federal authorities.

22. Failure to comply with any terms of this Agreement, or to make timely payments as required under this Agreement, shall result in loss of stabling and racing privileges at RETAMA and any other facility operated by PENN NATIONAL GAMING, INC.

This application must be fully completed, signed, and returned to:

Racing Department, Retama Park, One Retama Parkway, Selma, TX 78154

Fax: (210) 651-7099

Email: steve.ross@pngaming.com

Name of Trainer/Applicant (print)_____

Signature_____Date:_____

Address_____City_____State _____ Zip _____

Home/Cell Phone ()_____/ ()_____

Accepted _____