



# Retama Park - Stall Application

2019 Mixed Meet

July 4 - September 11

Mail application to:  
**Retama Park Racing Office**  
**One Retama Parkway**  
**Selma, TX 78154**  
**Phone: (210) 651-7043**  
**Fax: (210) 651-7099**  
**Email: raceoffice@retamapark.com**

**Stalls will be assigned to horses on application only.**  
**Racing Secretary, James Leatherman.**

**QH Application due Friday, May 10, 2019.**

**TB Application due Friday, July 5, 2019.**

Name of Horse	Sex/ Year Foaled	Class (Alw. or Cfm. price)	If Mdn, please check	Accredited Texas bred	Latest Start (date & track)	Owner	Address	Phone	Fax
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

1. Please do not ship to Retama Park until you have been notified that your stalls have been allotted.
2. For QH, AR, PT and AP a valid negative Piroplasmosis test and negative Coggins test performed within the past year are mandatory. Preferred tests dated after September 11, 2018.
3. For TB, a valid negative Coggins test performed within the past year is mandatory. Preferred tests dated after September 11, 2018.
4. All horses must show proof of vaccination on the Health Certificate for EHV-1 in the past 6 months (180 days)
5. **Original** Health certificates issued within the last 30 days must accompany any horse (all breeds) shipping into Retama Park grounds.

Horses trained by: \_\_\_\_\_  
 (please print name)

Home phone: \_\_\_\_\_

Barn phone: \_\_\_\_\_

Expected arrival date of  
 horses if stalls granted: \_\_\_\_\_

Walking Machine:      Yes \_\_\_\_\_      No \_\_\_\_\_

## 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").

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 Applicant to stable at RETAMA 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 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").

1. It is understood that RETAMA, in its discretion, may assign stall space or other accommodations for any or all of none of the horses listed here by the Applicant; and the Applicant hereby authorizes RETAMA to cross out the names of any or all horses listed hereon for which RETAMA does not agree 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 agrees to be bound by the terms and conditions of this Agreement even though the Agreement may be altered by RETAMA for any reason with respect to the named horses.
2. The Applicant shall enter and race the horses listed here which have been assigned free stall space by RETAMA 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 RETAMA shall govern the conduct of this meeting, and all owners, trainers, jockeys 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.
4. Foal certificates and **Current Negative Coggins and Piroplasmiasis Info 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.** They must be filed with the Racing Office.
5. RETAMA reserves the unilateral right to refuse any entry or transfer for any reason.
6. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests according to the requirements of the TRC. No Caliente helmets.
7. All trainer changes must be reported to the TRC and RETAMA immediately, along with the owner's and previous trainer's authorization.
8. 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 any and all horses, equipment and personnel off the premises within twenty-four 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.
9. RETAMA may refuse admittance to or eject anyone whom it considers undesirable in accordance with regulations of the TRC.
10. Applicant, for himself, owners of horses in his custody, his agents and his employees, hereby consents to video and audio recording of all activities at RETAMA and hereby assigns to RETAMA any and all rights to motion pictures, television and radio broadcasting in connection with races run at RETAMA.
11. The Applicant agrees, on behalf of himself 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.
12. Qualifications for Retama Park:  
A horse that is more than 12 years of age may not start in a pari-mutuel race in this state unless
  - a. The horse has finished 1st, 2nd or 3rd in an officially sanctioned pari-mutuel race during the 12-month period preceding the race in which the horse is to start; or
  - b. Upon due consideration of the horse's prior past performance, the board of stewards has given specific authorization for the horse to start.
13. The Applicant agrees to keep the stabling accommodations and dorm quarters (including bathrooms) allotted to him in good and clean condition. The Applicant consents to periodic inspection of any RETAMA facilities without notice. Any damage caused to any RETAMA facilities will be repaired by RETAMA at Applicant's expense. A \$10.00 fee will be assessed for each stall that is not stripped upon leaving.
14. The Applicant agrees to a nonrefundable 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. One dorm room is allowed for each ten stalls assigned.
15. Trainers making balanced stall application will be given a preference.
16. 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.
17. No dogs shall be allowed in the stable area of RETAMA, except Service Dogs registered with Security.
18. Only Wood shavings are permitted for bedding.
19. Only RETAMA rental hot walkers are permitted.
20. No firearms shall be allowed on premises of RETAMA.
21. Only approved heating appliances shall be allowed on the premises of RETAMA. Approval must be obtained from the Racing Secretary.
22. Applicants and Affiliates are not employees of RETAMA. Applicant and all owners, trainers, jockeys and their employees must be licensed by the TRC.
23. 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.
24. **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.
25. 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 be in compliance with, any mandatory provisions of any amendment to applicable law.
26. 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.

This application must be filled out in full, signed, and returned to:

Racing Secretary, Retama Park, Racing Office, One Retama Parkway, Selma, TX 78154. (Fax: 210-651-7099)

Name of Trainer/Applicant (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home/Cell Phone \_\_\_\_\_ / \_\_\_\_\_ Barn Phone \_\_\_\_\_

Accepted \_\_\_\_\_