

2019 QUARTER HORSE STALL APPLICATION & PRIVILEGE AGREEMENT

ZIA PARK CASINO, HOTEL & RACETRACK

Racing Department
3901 W. MILLEN DRIVE
HOBBS, NEW MEXICO 88240
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Web Site: www.ziaparkcasino.com
Michael Shamburg, Racing Secretary

RACE DATES
SEPTEMBER 21 –
DECEMBER 18, 2019

APPLICATIONS
DUE
JULY 19, 2019

ALL STALLS MUST
BE OCCUPIED
OPENING DAY
SEPTEMBER 21

DO NOT SHIP
WITHOUT STALL
CONFIRMATION

1. Any horse that has started that has started for a claiming price of less than \$3,000 (maidens less than \$5,000) must have finished first, second, third, or fourth for \$3,000 or higher (maidens \$5,000) since last starting for less than \$3,000 (maidens \$5,000).
2. Minimum claiming price is \$5,000 for Thoroughbreds and Quarter Horses.
3. No pony stalls allotted for stables of less than (10) horses.
4. Consideration for stalls will be given to stables with a balanced application. Zia Park reserves the right to approve and reject all horses and determine the allocations of number of stalls and to horses at their discretion at any time during the race meet.
5. Stalls will be assigned only to horses on enclosed application. No substitutions allowed without permission of the Racing Secretary.
6. **NOTE: Any owner or trainer applying under this stall application that has had a previous racing violation, in any jurisdiction, since Jan. 1, 2014 with a penalty of 15 days or more and/or a \$1,500 fine; or a Class 1 or Class 2 medication violation, or a racing license denial or Racetrack ejection in any jurisdiction since Jan. 1, 2009, MUST attach complete details including any cases that are currently under appeal. Please use space below or separate sheet if needed.**

	Name of Horse	Sex & Age	Allowance or Claiming Price	Track & Date of Last Start	Maiden	NM Bred	Name of Owner
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ZIA PARK WILL CHARGE THE TRAINER OR OWNER OF EUTHANIZED HORSE(S) A REMOVAL FEE OF \$300 FOR ANY NON - MAIN TRACK RELATED INCIDENTS.
A FIFTY DOLLAR (\$50.00) PER STALL FEE WILL BE CHARGED FOR ANY STALL NOT PROPERLY CLEANED UPON LEAVING ZIA PARK.

STALL APPLICATION AND PRIVILEGE AGREEMENT

This Application does not become a Revocable Stall Privilege Agreement ("Privilege") until signed on behalf of Zia Park, LLC, d/b/a Zia Park Race Track ("Zia Park") by its Racing Secretary or designee.

This Privilege is not a lease of space but is merely a revocable Privilege agreement subject to the terms and conditions outlined below. The undersigned trainer ("Trainer"), for him/herself and on behalf of all owners of horses, trainers, entities, employees, agents, invitees, and designees for whom he/she is acting (collectively "Affiliates") agrees to the following terms and conditions of this Privilege for stabling any or all the horses listed herein, or any other horses for which stabling is granted, at Zia Park for the 2019 racing season.

- Zia Park reserves all rights to grant or to cancel this Privilege, in whole or in part, in its sole discretion. Zia Park reserves the right to refuse the acceptance of any entry in any race, at any time, for any reason or no reason, and without advance notice to the Trainer or any Affiliates. Stalls will be allocated in the sole discretion of Zia Park and will include consideration of, among other things, the balance of horses listed on the application and quality of past performances supplied with application. Registered New Mexico Bred horses of comparable quality will receive preference in allocation of stalls, except those deemed to have poor past performance.
- The Trainer promises:
 - To abide by all rules and regulations of Zia Park pertaining to the stabling, occupancy and use of the premises at Zia Park, as amended from time to time in Zia Park's sole discretion. Trainer acknowledges in particular, but without limitation, his/her responsibility to abide by the rules and regulations contained in the Zia Park Condition Book and Horseman's Guide, which rules and regulations are incorporated into and made a part of this Privilege Agreement.
 - To maintain assigned stalls and tack rooms in good condition, and to vacate and clean the stalls and move any or all horses, equipment, property and personnel off the premises at Zia Park within three (3) days of a request from Zia Park to do so.
- The Trainer acknowledges and agrees that Zia Park, its affiliated companies and landlords, their respective directors, officers, agents, members, employees, and designees (collectively "Zia Park and Zia Park Affiliates") will not be liable or responsible for any injury or loss caused or suffered in any manner by or to the horses, equipment, or other property of the Trainer or Affiliates while on or off the premises or while being transported in any manner on or off the premises, irrespective of the cause of such injury or loss.
- The Trainer acknowledges and agrees that equine-related activities are inherently risky and unpredictable, and that injuries or losses occurring as a part of any such activities are part of the risk of the occupation and neither Zia Park nor Zia Park Affiliates bear responsibility or liability for injuries or losses arising therefrom.
- The Trainer agrees to hold Zia Park and Zia Park Affiliates free and harmless from all losses, costs, damages, injuries, liabilities, expenses (including reasonable attorney's fees and expenses of any nature), due to or arising out of or from the stabling or action of horses or other animals of or in charge of the Trainer or Trainer's Affiliates at Zia Park, or from the use or occupancy of the stalls or premises, or by reason of any acts, conduct or negligence of the Trainer or any of the Trainer's Affiliates. The Trainer releases Zia Park, and Zia Park Affiliates, from all claims of injury or loss by or on behalf of the Trainer and Trainer's Affiliates.
- The Trainer warrants that any insurance carried on any horse or other property belonging to the Trainer or for which the Trainer is responsible, that such insurance permits waiver of all subrogation rights of the insurance carrier against Zia Park and Zia Park Affiliates. If such insurance does not contain such a waiver of subrogation clause, the Trainer warrants that such insurance will be procured.
- No stabling will be permitted except in accordance with this Privilege, and no entry in any race will be received except upon condition that all disputes, claims, and obligations arising out of the racing or with respect to the interpretation of any rules or conditions of races shall be decided by the State Racing Commission of New Mexico ("Commission"), the Stewards of the meeting ("Stewards"), or Zia Park, as the case may be. Such decisions shall be final.
- All stabling and all entries in all races are subject to all conditions, rules and regulations of the Commission and Zia Park. Trainer specifically acknowledges and agrees to abide by the Commission rule ordering that no stalls with horses are to have padlocks.
- Payment of any nomination, eligibility or other entry fee for any stakes race does NOT entitle a horse to stabling at Zia Park; however, stabling of a horse for a period of time, at the sole discretion of Zia Park, prior to any race, may be required.
- Trainer acknowledges that Zia Park and Zia Park Affiliates may desire to televise directly or by photographic transcription all or some of the races at Zia Park Race Track and agrees that Zia Park reserves all rights to reproduce, transcribe or transmit such races directly by television or otherwise. Entries will be accepted only on the condition that if requested by Zia Park, the owner, the jockey, the trainer, the groom and all other employees, or guests of the owner or trainer coming within view of the television cameras will sign and deliver to Zia Park consents or releases, permitting such television and the exhibition thereof in any manner and at any time.
- The Trainer represents that, before the start of the 2019 racing season, Trainer and all Trainer Affiliates have read or will familiarize themselves, and shall be bound by, the Rules of Racing and the regulations of the Commission, Stewards, the Zia Park Condition Book and Horseman's Guide and this Privilege Agreement.
- The Trainer represents that he/she has the right and authority to make the above representations with respect to all Trainer Affiliates, and that each Trainer Affiliate will be bound hereby. Trainer acknowledges that ALL horses entering a New Mexico racetrack are required to have a current, non-expired negative Coggins test certificate (12 months from date of issuance). **NO EXCEPTIONS.**
- Zia Park reserves the right to impose any other requirements for entry into the stable area at its discretion. Trainer and Trainer's Affiliates must adhere to all ship-in policy requirements in effect for Zia Park, which may be changed from time to time at the sole discretion of Zia Park. Failure to adhere to any of these requirements may result in a loss of some or all stabling and racing privileges at Zia Park.
- All Horses must be tattooed or have other approved form(s) of identification before they can enter a race at Zia Park.
- Horses assigned stalls MAY NOT BE MOVED from the assigned stalls or barn without permission of the Racing Secretary. Trainers placing horses in stalls other than those specifically assigned to them will be subject to a fine, removal of excess horses and loss of some or all stalls assigned by Zia Park.
- If the Trainer has not bedded assigned stalls or has not made arrangements with the Racing Secretary to show intent of occupying stalls, the stalls will be reassigned after the first day of racing.
- Departure and arrival slips must be filled in completely, accurately and properly signed by all necessary parties. Evidence of all horses leaving or entering the track must be a matter of written record readily available at all times to the Stewards and Racing Secretary. Horses may be required to remain on the grounds for a certain period of time, as determined by Zia Park, prior to starting in any overnight or stakes race at Zia Park.
- Eligibility for a stall does not imply automatic approval. Eligibility means consideration based on potential, performance, and participation in the racing program at Zia Park and horses may be asked to meet qualifying standards set by Zia Park.
- Galloping of race horses in stock saddles is not permitted. No Caliente helmets are permitted to be worn while on the racetrack.
- No changes, additions or improvements to the stalls, tack rooms or premises occupied by Trainer shall be made without prior written approval of Zia Park. Trainer is liable and financially responsible for all repairs to racetrack property, particularly tack rooms, as a result of destruction or mutilation caused by Trainer, Trainer's Affiliates, any of their employees, or other persons under their jurisdiction, whether by negligence or otherwise. All tack rooms are subject to inspection at any time by the Commission or Zia Park Security or their designees. Individuals are not permitted to reside in tack rooms or stalls. Failure to adhere to any of these rules may subject Trainer to loss of assigned tack rooms and/or stalls.
- Security guards in the barn area have the authority to refuse entry to any unauthorized person, horse, or motor vehicle into the barn area at any time. Trainer and Trainer's Affiliates must fully cooperate with security personnel in the performance of their duties. Any person, horse or motor vehicle entering barn area is subject to inspection and/or search by the Commission, Stewards, Zia Park, or their designees.
- Only personnel licensed by the Commission are authorized to have free access to barn area. Non-licensed persons may enter the barn area only as guests of a licensed owner and/or trainer. Such persons will be required to sign a Daily Guest Register at the barn area stable gate. Owners and trainers assume responsibility for the conduct of their guests while in the barn area. Any individual under the age of 18 must be accompanied by an adult at all times and is not to be allowed in the barn area between the hours of midnight and 6 a.m.
- Horses that have been rejected and/or appear on another Trainer's Privilege Application may result in cancellation of both Privileges.
- Falsification of this application in any way may result in cancellation of stall and/or racing privileges.
- Trainer agrees to maintain assigned stalls and surrounding premises in a clean and orderly condition at all times and to place all manure and debris in the manure bins and trash in designated receptacles on a daily basis. Any pallets received by Trainer must be disposed of by the Trainer and if not disposed properly Trainer shall be assessed a fee for removal. All stalls must be cleaned of all muck and bedding prior to receiving registration papers upon leaving Zia Park. A \$50.00 per stall fee will be charged for any uncleaned stalls and Trainer may not be allocated stalls in subsequent calendar years.
- Vehicles in the stable area will be restricted as authorized by Zia Park. Vehicles may be required to be registered with Security at the discretion of Zia Park. Parking is only permitted in areas as specified by Zia Park. Failure to adhere to parking rules may result in loss of parking privileges or vehicles being removed from premises at the expense of vehicle owner. Parking of ANY vehicle between barns is not permitted.
- No animals other than horses or goats are permitted in the barn area. No dogs, fowl or exotic animals in barn area.
- All horses are subject to a pre-race inspection at any time at the direction of the Commission, the Stewards, Zia Park or their designee(s.).
- Washing of horses must take place only in designated areas. No washing of horses is permitted between barns.
- Walkers may not be placed in the barn area until approved by Racing Secretary. A \$300.00 per walker fee shall be required and payable prior to walker being installed on the grounds. Any damage caused by installation, operation or removal of walker shall be responsibility of Trainer.
- This Privilege may not be assigned by the Trainer, does not automatically renew, and is subject to revocation at any time for any reason at the discretion of Zia Park. None of the terms of this Privilege may be waived unless the waiver is in writing signed by the Racing Secretary. This Privilege represents the entire agreement between the parties and supersedes all prior understandings and agreements regarding the subject matter. This Privilege is governed by the laws of the State of New Mexico.
- Out of State Horses – Piroplasmiasis** - Trainer acknowledges that all horses entering New Mexico must be accompanied by a Certificate or Veterinary Inspection (CVI), health paper issued by an accredited veterinarian from the state of origin within 30 days prior to entry. In addition, Stallions require an NMLB entry permit number. Negative test for Theileria (Babesia) equi is required within 12 months prior to entry into New Mexico for ALL horses (pony horses included) from any state or territory for the purpose of racing or training at any sanctioned New Mexico horse training facility. A copy of the negative Equine Piroplasmiasis test must be attached to the CVI.
- In State Horses – Piroplasmiasis** - New Mexico horses racing only in New Mexico, that are not transported to other states, may elect to have the Equine Piroplasmiasis test conducted every 24 months. Horses at a sanctioned racing facility, whose test expires while on the grounds, will be allowed ten days to report the retest results. Equine Piroplasmiasis is a reportable disease, hence horses testing positive for this disease in New Mexico must be immediately quarantined.

Having read all the terms and conditions in this Privilege, I hereby apply for stable accommodations for the horses listed herein. If I accept and use the stalls assigned to me, my acceptance and use shall be deemed my approval and agreement to abide by all the terms and conditions listed herein as well as the regulations of the New Mexico Racing Commission and the Zia Park Condition Book and Horseman's Guide.

Signature of Trainer: _____

Print Name: _____

Address _____ City _____ State _____ Zip _____

Cell Phone Number (____) _____

Approved: _____ Date: _____

THIS APPLICATION WILL NOT BE CONSIDERED BY ZIA PARK UNLESS SIGNED BY TRAINER.

HORSES SHOULD NOT BE SHIPPED UNTIL STABLING IS CONFIRMED BY ZIA PARK