

2021 QUARTER HORSE STALL APPLICATION & PRIVILEGE AGREEMENT

3901 W. MILLEN DRIVE
HOBBS, NEW MEXICO 88240
Phone (575) 492-7086 / FAX (575) 492-7034
Web Site: www.ziaparkcasino.com

Stall Applications Due August 6, 2021

Race Dates: September 26 to December 14, 2021

Allotted Stalls Must Be Occupied by September 26 or may be released

Please Note:

1. Any horse that has started for a claiming price of less than \$3,000 (maidens less than \$5,000) must have finished first, second or third for \$3,000 or higher (maidens \$5,000) since last starting for less than \$3,000 (maidens \$5,000).
2. Only unraced maidens four (4) years old or under, or maidens five (5) years of age or younger, shall be permitted to start. Stabling preference to maidens four (4) years old and younger.
3. Horses that have not started since March 26, 2020 shall not be allotted stalls and will be subject to additional requirements prior to being permitted to enter.
4. Minimum claiming price shall be \$5,000.
5. Stalls will be assigned only to horses on the enclosed application. No substitutions allowed without permission of the Racing Secretary.
6. Additional screening criteria for stabling and racing may be applicable; see condition book for additional information.
7. Official past performances for each horse MUST be attached to this application.

NOTE: Any owner or trainer applying under this stall application that has had a previous racing violation, in any jurisdiction, since Jan. 1, 2016 with a penalty of 20 days or more and/or a \$1,500 fine; OR a Class 1/Class 2 medication violation, or a racing license denial OR Racetrack ejection/exclusion in any jurisdiction since Jan. 1, 2011, MUST attach complete details including any cases that are currently under appeal. Failure to disclose this required information may result in loss of stall and/or racing privileges.

HORSE NAME	AGE/ SEX	ALW/ CLM PRICE	TRACK & LAST START DATE	MAIDEN	NM BRED	OWNER
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

APPLYING FOR PONY STALLS? Y/N
(No pony stalls for stables of 10 or less horses)

APPLYING FOR WALKER? Y/N
(Subject to Availability)

THE TRAINER OR OWNER OF EUTHANIZED HORSE(S) SHALL BE CHARGED A
REMOVAL FEE OF \$500 FOR ANY NON-MAIN TRACK RELATED INCIDENT

A \$50 PER STALL AND \$100 PER TACK ROOM FEE WILL BE CHARGED FOR ANY
STALL/TACK ROOM NOT PROPERLY CLEANED UPON LEAVING ZIA PARK

PLEASE NOTE: HORSEMEN WITH ANY OUTSTANDING BALANCES OWED ZIA PARK WILL NOT RECEIVE
CONSIDERATION FOR STALLS OR BE PERMITTED TO ENTER ANY RACES UNTIL SUCH AMOUNTS ARE PAID IN FULL

Do Not Ship Without Confirmation of Stall Assignments

PLEASE ATTACH A COPY OF TRAINER'S CURRENT NEW MEXICO RACING COMMISSION LICENSE

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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 2021 racing season.

1. 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.
2. The undersigned trainer promises:
 - (a) 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 understand and 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.
 - (b) 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 48 hours of a request from Zia Park to do so.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 New Mexico Racing Commission ("Commission"), the Stewards of the meeting ("Stewards"), or Zia Park, as the case may be. Such decisions shall be final.
8. 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.
9. 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.
10. Trainer acknowledges that Zia Park and Zia Park Affiliates may desire to televise directly or by photographic transcription all or some of the races or events 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.
11. Zia Park reserves the right to impose any 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.
12. All Horses must be tattooed/microchipped or have other approved form(s) of identification before they can enter a race at Zia Park.
13. 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 or allowing horses from another trainer to occupy their assigned stalls without approval of the Racing Secretary will be subject to a fine, removal of excess horses and loss of some or all stalls assigned by Zia Park.
14. 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.
15. 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.
16. 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.
17. Galloping of racehorses in stock saddles is not permitted. Caliente helmets are not permitted for use on the grounds.
18. 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 at any time. 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.
19. 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.
20. 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 obtain permission from the Racing Secretary in advance, sign a Daily Guest Register at the barn area stable gate and may be requested to present identification. 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 shall only be permitted in the barn area with prior approval of security. Zia Park reserves the right to amend this entrance policy at any time.
21. Horses that have been rejected and/or appear on another Trainer's Privilege Application may result in cancellation of both Privileges.
22. 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, and checked by a Zia Park racing official, prior to receiving registration papers upon leaving Zia Park. A \$50.00 per stall fee will be charged for any uncleaned stalls and a \$100.00 per tack room fee will be charged for any tack room not cleaned prior to departure of the Trainer. Prior to vacating his/her stalls, Trainer must notify the Racing Secretary and/or stall superintendent and have all allotted stalls and tack rooms inspected by Zia Park prior to release of eligibility papers/certificates or removal of horses from the grounds. Failure to clean stalls and tack rooms may result in Trainer not being considered for such allocations for Zia Park race meets.
23. 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. Certain areas of the barn area will be limited to vehicle traffic at certain times of the day. Parking of ANY vehicle between barns is not permitted. 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.
24. No animals other than horses or goats are permitted in the barn area. No dogs, fowl or exotic animals are permitted in barn area.
25. 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.).
26. Washing of horses must take place only in designated areas. **NO washing of horses is permitted between barns.**
27. Walker space must be applied for and may not be placed in the barn area until approved by Racing Secretary. Any damage caused by installation, operation or removal of a walker shall be responsibility of Trainer.
28. Access to Zia Park backstretch shall be restricted until all written consents are received permitting the simulcast export of the 2021 Zia Park race meet under the Interstate Horse Racing Act of 1978.
29. 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.
30. **Out of State Horses – Piroplasmosis** - 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 Therileria (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 Piroplasmosis test must be attached to the CVI.
31. **In State Horses – Piroplasmosis** - New Mexico horses racing only in New Mexico, that are not transported to other states, may elect to have the Equine Piroplasmosis 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 Piroplasmosis is a reportable disease, hence horses testing positive for this disease in New Mexico must be immediately quarantined.
32. All horses entering the Zia Park stable area must present the following: 1) A valid Coggins test certificate valid within 12 months of from date of issuance; 2) a seven (7) day health certificate with proper point of origin; 3) Influenza, Rhinopneumonitis, Eastern and Western Equine Encephalitis, Tetanus, and West Nile vaccinations within the last six (6) months. **NO EXCEPTIONS.**
33. Trainer and Affiliates agree to abide by any, and all, COVID-19 requirements put in effect by Zia Park, the Commission and/or state, local or federal authorities. Individuals not adhering to requirements shall be removed from the grounds.
34. 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.

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 Commission and the Zia Park Condition Book and Horseman's Guide.

Signature of Trainer: _____ Date: _____

Print Name: _____

Address _____ City _____ State _____ Zip _____

Cell Phone Number (____) _____ E-Mail _____@_____

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