

ZIA PARK

CASINO • HOTEL • RACETRACK

HOBBS, NM

2023 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 15, 2023

Race Dates: November 3 to December 20, 2023

Allotted stalls must be occupied by November 3 or may be released

Please Note:

- Any horse that has started for a claiming price of less than \$3,500 (maidens less than \$5,000) must have finished first, second or third for \$3,500 or higher (maidens \$5,000) since last starting for less than \$3,500 (maidens \$5,000.)
- Only unraced maidens four (4) years old or under, or maidens five (5) years of age or younger which have started, shall be permitted to start. Stabling preference to maidens four (4) years old and younger and for horses prepared to enter and race by November 3, 2023.
- Horses aged 10 years or older shall not be permitted on the grounds or to enter a race unless approved by the Racing Secretary and will require certification of racing fitness by trainer's attending veterinarian.
- Horses that have not started since May 1, 2022 shall not be allotted stalls or permitted to race. Horses that have not raced within 365 days of the race date will be subject to additional requirements prior to being permitted to enter including a certification of racing fitness by the trainer's attending veterinarian.
- Stalls will be assigned only to horses on the enclosed application. No substitutions allowed without permission of the Racing Secretary.
- Additional screening criteria for stabling and racing may be applicable; see condition book for additional information.
- Official past performances for each horse MUST be attached to this application or will not be considered.
- Trainer transfers from individuals not permitted to race at Zia Park shall not be permitted within sixty (60) days prior to the start of the meet without approval of the Racing Secretary or Zia Park. All trainer transfers are subject to review and approval by the Racing Secretary or Zia Park.
- All horses on the grounds of Zia Park, or entered or nominated to race at Zia Park are subject to hair testing or other testing at any time by Zia Park, its agents, the Authority, or the Commission.

NOTE: Any owner or trainer submitting a stall application that has previous racing violations, in ANY jurisdiction, with a penalty of 20 days or more and/or a \$1,500 fine OR more than two (2) out of competition positive tests since Jan. 1, 2018; AND/OR a Class 1/Class 2 medication violation, OR a racing license denial or racetrack ejection/exclusion in ANY jurisdiction since Jan. 1, 2013, MUST attach complete details including any cases currently under appeal. Failure to disclose this required information may result in denial of stall and/or racing privileges.

HORSE NAME	AGE/ SEX	ALW/ CLM PRICE	TRACK & LAST START DATE	MAIDEN	NM BRED	OWNER	READY TO ENTER NOV 3?
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; Trainer provides walker)

THE TRAINER OR OWNER OF A DECEASED HORSE ON THE GROUNDS OF ZIA PARK SHALL BE CHARGED A REMOVAL/NECROPSY FEE

A \$50 PER STALL AND \$100 PER TACK ROOM FEE WILL BE CHARGED FOR ANYSTALL/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

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 on the preceding page and 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 2023 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 Registered New Mexico Bred horses of comparable quality will receive preference in allocation of stalls, except those deemed to have poor past performance or not meeting eligibility requirements. Eligibility for a stall does not imply automatic approval.
- The undersigned Trainer and Affiliates agree:
 - 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 Penn Entertainment 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 48 hours of a request from Zia Park to do so.
- Trainer/Affiliates acknowledge and agree 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.
- Trainer/Affiliates acknowledge and agree 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.
- Trainer/Affiliates agree 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.
- Trainer/Affiliates warrant that any insurance carried on any horse or other property belonging to the Trainer/Affiliates or for which the Trainer/Affiliates 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/Affiliates warrant 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 New Mexico Racing Commission ("Commission"), the Stewards of the meeting ("Stewards"), Zia Park or the Authority, as established under the Horseracing Integrity and Safety Act of 2020 ("Authority") for Thoroughbred races conducted at 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, Zia Park or the Authority.
- 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/Affiliates acknowledge 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 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.
- Zia Park reserves the right to impose any requirements for entry into the stable area at its discretion. Trainer/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/microchipped or have other approved form(s) of identification before they can enter the grounds of Zia Park.
- Horses assigned stalls MAY NOT BE MOVED from the assigned stalls or barn without permission of the Racing Secretary. Trainers/Affiliates 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.
- 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 and information required under the Authority must be provided upon request. Horses "in to go" may not leave the grounds unless approved by the Racing Secretary.
- Galloping of racehorses in stock saddles is not permitted. Caliente helmets are not permitted for use on the grounds. Individuals on horseback must have Commission/Authority required helmets and safety vests on at all times.
- 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 stalls/tack rooms are subject to inspection at any time by the Commission, Zia Park, the Authority 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.
- 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, the Authority, 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 at the discretion of Zia Park. Such persons will be required to obtain permission from the Racing Secretary or other Zia Park designee 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.
- Horses that have been rejected and/or appear on another Trainer's Privilege Application may result in cancellation of both 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. 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 or racing privileges for future Zia Park race meets.
- 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.
- No animals other than horses or goats are permitted in the barn area. No dogs, fowl or exotic animals are permitted 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, the Authority or their designee(s).
- Washing of horses must take place only in designated areas. NO washing of horses is permitted between barns.
- 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.
- Access to Zia Park backstretch shall be restricted until all written consents are received permitting the simulcast export of the 2023 Zia Park race meet under the Interstate Horse Racing Act of 1978.
- 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 or authorized Zia Park designee. 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.
- Piroplasmosis - Negative test for Piroplasmosis (Babesia equi) is required for **ALL Quarter Horses** within twenty-four (24) months prior to entry into the grounds of Zia Park. A copy of the negative Equine Piroplasmosis test must be attached to the CVI (Certificate or Veterinary Inspection) issued by an accredited veterinarian. Horses whose test expires while on the grounds will be allowed ten days to report the retest results. Equine Piroplasmosis is a reportable disease and horses testing positive for this disease in New Mexico must be immediately quarantined.
- All horses entering the Zia Park stable area (including stable ponies), must present the following: 1) A valid negative Coggins test certificate issued within the past 365 days of entry to the Zia Park grounds; 2) a health certificate issued within the past thirty (30) days if coming directly from a licensed racetrack or approved training center located in New Mexico, otherwise a health certificate issued in the past five (5) days. All health certificates must be issued at point of origin for the horse; 3) Verification of Influenza and Rhinopneumonitis vaccinations within the past six (6) months, and; verification of Eastern and Western Equine Encephalitis, Tetanus, Rabies and West Nile vaccinations within the last twelve (12) months. **NO EXCEPTIONS.** Requirements for entry to stable area are subject to change at any time.
- Thoroughbred trainers understand and agree they, as well as all Affiliates and horses under his/her care shall be properly registered with the Authority and are subject to any and all rules, regulations and sanctions as determined by the Authority, which may be changed at any time by the Authority.
- 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, the Authority and 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 COMPLETED IN FULL AND SIGNED BY TRAINER.