



**WARNING: UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

**The conditions governing the 2011-2012 Racing Season of the Isle Casino Racing Pompano Park (PPI, Inc.):**

1. This application may not be deemed accepted by PPI, Inc. until signed by the Director of Racing or Race Secretary. PPI, Inc., reserves the right to delete from this application at the time the Director of Racing or Race Secretary sign it, any horse or horses which it does not wish to assign stall space. Subsequent to notification of such deletion, the Applicant has seven (7) working days to inform PPI, Inc. whether or not he accepts this modified contract. If the applicant wishes to substitute another horse, or horses in place of that or those which had been stricken from this Application, he must furnish PPI, Inc. any necessary information regarding said replacement horse or horses in order to get approval of such horses by PPI, Inc..

If applicant fails to respond within seven (7) working days, his silence will constitute acceptance of this contract as so modified by PPI, Inc.

The terms and conditions incorporated in this Application and the Rules and Regulations of the Isle Casino Racing Pompano Park constitute the entire agreement between the parties, and any oral representations made by either party prior to the signing and approval of this Application must be included herein to be valid and binding. Any modification of this contract after it is signed by PPI, Inc., through its Director of Racing must be authorized in writing by all parties hereto.

Horsemen participating at the Isle Casino Racing Pompano Park must be a CURRENT MEMBER in GOOD STANDING of the United States Trotting Association and/or Standardbred Canada.

2. APPLICANT agrees that PPI, Inc is a private enterprise and has the right to refuse applications for stall space in the exercise of its business discretion and agrees that the stall agreement is not a lease of any space but merely a revocable license and/or permit granted by PPI, Inc, only on the terms and conditions set forth in this application, the rules and regulations of the Isle Casino Racing Pompano Park, Florida's Division of Pari-Mutuel Wagering, and the laws of the STATE OF FLORIDA and THE UNITED STATES OF AMERICA.

PPI, Inc. has the exclusive and inherent right in the exercise of its business discretion WITHOUT ANY HEARING WHATSOEVER to revoke and cancel at any time this limited and conditional occupancy and any and all of its stall and stable facilities and grooms' quarters. The Applicant agrees to remove any horses under his control and his equipment from PPI, Inc.'s premises 48 hours after receiving notice from PPI, Inc. demanding their removal. Notice as herein provided shall either be by actual personal service upon the Applicant or his duly authorized representative, or by registered mail addressed to the Applicant at his permanent address designated on the reverse side.

Accordingly, Applicant does hereby unconditionally waive any and all prevailing and/or applicable statutory procedures to the contrary. In the event of Applicant's failure to enter and race his horse and/or to timely remove any one or all of his horses as PPI, Inc. may require, Applicant does hereby unconditionally further authorize and empower PPI, Inc. to remove and place such horse or horses in any private or public stables, farms and/or the like which may then be available at the Applicant's own expense, and further holds PPI, Inc., its officers, agents, and/or representatives completely harmless and free from any and all obligations, liability and/or expense whatsoever, including all disbursements and legal fees in connection with any of the foregoing. Failure to leave grounds 48 hours after receipt of notice to do so shall constitute trespass. Such notice to vacate may be given at any time during the term of this contract entirely in the business discretion of PPI, Inc.

3. The terms of this Contract shall be for the racing meeting commencing September 10, 2011 and terminating June 30, 2012. The Applicant agrees that this Contract shall bind PPI, Inc., solely for the period hereinabove set forth and that by acceptance of the Contract, PPI, Inc. does not obligate itself to renew or extend the same beyond such period of time. PPI, Inc. reserves the right at any time to amend its live racing schedule in accordance with Chapter 440 of the Florida Statutes, and any such amendment once implemented shall not otherwise alter or change the terms of this agreement.

4. No individual may reside in the grooms' bunkhouse that is not on a trainer roster, unless they receive written permission from PPI, Inc. It will be the responsibility of the Stable Superintendent's Office to arrange for groom lodging. As the Florida Health and Sanitary Code mandates, no living facility in the groom's quarters will be available to children. **NO DOGS ALLOWED ON PROPERTY.**

5. THE APPLICANT AND THE OWNER OR OWNERS THROUGH THE APPLICANT AGREE THAT 10% OF ALL WINNINGS WILL BE DEDUCTED BY PPI, INC. AND PAID DIRECTLY TO THE DRIVER AND TRAINER OF

THE HORSE. All drivers who race at the Isle Casino Racing Pompano Park are covered by a \$250,000 accident and medical insurance policy. Commencing at the beginning of each fiscal year July 1 through June 30 of the following year, a mandatory \$100.00 fee will be withheld from driving commissions from each driver to support a portion of their insurance premium.

6. All horses, before they are permitted to enter the grounds of PPI, Inc., are required to have physical proof of a current Coggins test, a Florida Division of Pari-Mutuel Wagering rule. This certificate must be produced with the horse and presented to Security (Gate 5) prior to unloading trailers and vans.

A current, valid certificate of veterinarian examination and documentation of a Rabies vaccine, West Nile vaccine, Equine Herpes Vaccine and Encephalitis vaccine must accompany all horses entering the grounds of PPI, Inc. The Applicant will be held responsible for compliance with this rule and PPI, Inc. will deny any horse or horses' access to the grounds unless this rule is complied with. A copy or original of the Coggins test and vaccination records must be on file with the Race Office.

7. The Rules of the Isle Casino Racing Pompano Park, the Florida Division of Pari-Mutuel Wagering and The United States Trotting Association will apply to all disputes of any kind arising from racing and shall be settled according to said rules.

8. PPI, Inc. reserves the right to reject any entry, decline stall space, change the order of the program, place a horse in its eligible class if entered incorrectly, to declare off any event not filling satisfactorily and to use any starting method approved by the Florida Division of Pari-Mutuel Wagering and The United States Trotting Association.

9. PPI, Inc. will to the best of its ability conduct full racing meetings during the period of time covered by this Contract on the dates granted by the state agency regulating harness racing in Florida subject, however, to any changes that may be made by the state agency and to circumstances or conditions of which PPI, Inc. has no control, such as strike, lockout, acts of God, breakdown of tote equipment or lack of same, etc. In such uncontrollable events, PPI, Inc. is released from any obligation to complete the evening's performances, or if severe enough, to continue the racing meeting.

10. **STALL ALLOTMENTS ARE NOT TRANSFERABLE.** Said stall allotments must be occupied by the horse or horses which are under the control of the Trainer listed. No stalls are to be occupied without an application approved by the Director of Racing, Race Secretary and the Management of PPI, Inc. PPI, Inc. reserves the right to reject any horse or owner not approved.

11. The Applicant assumes full responsibility for the safety and well-being of all horses under his care, custody and control while stabled at the Isle Casino Racing Pompano Park or while otherwise on PPI, Inc.'s property utilizing any of the facilities provided, including but not limited to stalls, barn area, walking rings and/or walking machines, paddocks and either the main track or the training track. Accordingly, the Applicant agrees to take all reasonable measures for the protection of such horses, including providing adequate supervision of such horses while utilizing any of the facilities provided by PPI, Inc. as enumerated above. The Applicant recognizes the inherent risks associated with horse husbandry in general and horse training and racing activities in particular. In recognition of such risks, the Applicant agrees, for himself and as the agent for the horses under his care, custody and control, to assume all risk of loss to any horse under his care, custody and control while said horse is on the grounds of PPI, Inc. resulting in whole or in part from any circumstance that can be recognized as an inherent risk of equine activities. Furthermore, the undersigned acknowledges that PPI, Inc. has no obligation to remedy any condition at the Isle Casino Racing Pompano Park, including racing surfaces, unless PPI, Inc. has prior written notice of the existence of such condition and has a reasonable opportunity to repair such condition.

PPI, Inc. will not assume any responsibility for compliance with the Federal Immigration Reform and Control Act, as it pertains to the employees of owners, trainers or drivers.

The Applicant has, or will have by the commencement of the racing season adequate Worker's Compensation for his grooms, drivers, exercise helpers and other employees, agents and servants.

12. To maintain the integrity of the Isle Casino Racing Pompano Park's racing program and the protection of the customers and patrons of the Isle Casino Racing Pompano Park, any horse owner/trainer or agent thereof, licensee, professional, including veterinarians, stable-hands and/or track employees, who enter upon the Isle Casino Racing Pompano Park's property for any reason, hereby voluntarily consents to any reasonable search, by persons in authority

including the Isle Casino Racing Pompano Park security personnel. The Isle Casino Racing Pompano Park reserves the right to conduct periodic searches at any time, with or without notice or permission, of any person, personal property or other item, vehicle, barn, or any other physical location, locked or unlocked, that is located on the Isle Casino Racing Pompano Park's property. In the event that the person or owner of the property to be searched refuses to comply with any such requests by the Isle Casino Racing Pompano Park's authorized representatives, that person will be required to leave the property with any items that were not allowed to be searched. The situation will then be presented to the Isle Casino Racing Pompano Park management and/or the Stewards, who will schedule a hearing and determine if the person and/or property at issue will be allowed to return and impose any applicable fines or suspensions. I hereby understand, acknowledge, and voluntarily consent to the foregoing search and seizure policy and procedures of the Isle Casino Racing Pompano Park and waive and release the Isle Casino Racing Pompano Park and its affiliates of all claims of possible legal action and damages.

13. In the event any paragraph or part thereof of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, the remaining conditions and terms of the Contract shall not be voided but will in fact continue to bind the parties hereto.

14. This agreement shall be construed under the laws of the State of Florida. Venue for any legal action under this agreement shall be in the Circuit Court for Broward County, Florida. The non-prevailing party shall be obligated to pay the prevailing party's legal fees and costs for any action brought relating to this agreement including costs and fees of any appeal.

15. The Isle Casino Racing Pompano Park, the State of Florida Division of Pari-Mutuel Racing and the United States Trotting Association shall govern the conduct of this race meeting and all owners, trainers, drivers, caretakers are subject to same.

16. All rules and regulations adopted by the Isle Casino Racing Pompano Park as announced by the Race Secretary or other management personnel from time to time, in the Isle Casino Racing Pompano Park's sole discretion, shall be incorporated into this application by reference and shall be binding upon the Applicant and the Applicant's owners as soon as adopted by the Isle Casino Racing Pompano Park.

17. The Applicant acknowledges that the stalls allocated to him are to be used only to house horses active in PPI's racing program. In return for an allocation of stalls to him, the Applicant agrees that he will use his best efforts to fill the races carded by PPI, Inc. by entering the horses under his control in appropriate races at the Isle Casino Racing Pompano Park whenever said horses are fit and healthy. No stalls will be allocated to yearlings as a matter of right although PPI, Inc. may allow yearlings to stable on the grounds. The Applicant will use his discretion with regard to keeping injured horses on the grounds with the expectation by management that horses that have not started within the last 45 days due to injury or sickness should be moved to another location to recuperate so that the stall may be occupied by a horse who will actively participate in the racing program.

18. Full fields are required in all overnight events or the events may be cancelled.

19. All driver, trainers, caretakers and owners are required to wear an APPROVED safety helmet when driving or training on the grounds of the Isle Casino Racing Pompano Park.

20. All changes in trainer must be reported immediately to the Race Secretary and Judges along with the owner's authorization.

Have you ever been suspended, denied access to a Racetrack or Training Center, been under investigation by any Racing Authority or been denied a license by any Racing Jurisdiction?

NO  YES, ATTACH DETAILS

This is a legal document, upon signature by the Director of Racing or the Race Secretary and becomes a binding contract on behalf of myself and the owner or owners I represent.

I certify that I have read the provisions on both sides of this **Isle Casino Racing Pompano Park** stall application and I agree to abide by them.

Applicant Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

**For the Isle Casino Racing Pompano Park use only. Application Approved By:** The Director of Racing or the Race Secretary

Approved Signature: \_\_\_\_\_ DATE: \_\_\_\_\_