

IMPORTANT -TERMS and CONDITIONS - READ CAREFULLY

STALLS ASSIGNED UNDER THE FOLLOWING CONDITIONS; YOUR SIGNATURE BELOW INDICATES THAT YOU AGREE TO THESE CONDITIONS AND RULES.

It is understood that Sterling Suffolk Racecourse, LLC (hereafter Suffolk Downs) may assign stall or other accommodations to any or all of the horses listed hereon by the Applicant and the Applicant hereby authorizes Suffolk Downs to cross out the names of any or all of the horses listed hereon to which Suffolk Downs does not wish to assign stall space or other accommodations and to assign stall space or other accommodations only to the horses whose names are not crossed out. The Applicant agrees to be bound by the terms and conditions of this contract as set forth herein, even though the contract may be altered by Suffolk Downs crossing out the names of any or all the horses listed hereon, just as if the applicant had signed this contract without listing the horses so crossed out by Suffolk Downs.

The applicant, in order to induce Suffolk Downs to approve this application for stalls, does for himself and employees and all persons for whom he is acting, consent to all Simulcasting both within the state of Massachusetts and with other jurisdictions to which Suffolk Downs is a party.

The allotment of stable accommodations is a revocable license or permit which Suffolk Downs may revoke or withdraw at any time. A stall is assigned to a particular horse. A stall can be assigned to another horse only by Suffolk Downs. The purchase or transfer of any horse on the grounds of Suffolk Downs whether by private sale or claiming does not guarantee the new owner a stall for such horse unless approved by Suffolk Downs.

Suffolk Downs reserves the unrestricted right to decline stall space, revoke this permit and to have any owner or trainer using stable space to vacate the stalls and move all horses, equipment and personnel off the premises within twenty-four hours after receiving notice to vacate from Suffolk Downs. Such notice to vacate may be given any time during the term of this contract and for any reason or without any reason and entirely at the discretion of Suffolk Downs.

If upon expiration of 24 hours from the date of notice to vacate stable space and/or grooms quarters, the Applicant shall not have removed from Suffolk Downs any horse or horses or personal property in his ownership or charge or control, Suffolk Downs shall be entitled at the expense of the owner to remove the same to a public pound or to stable or store the same elsewhere and, on the expiry of 30 days from the date of said notice, to sell such horse or horses or property by private or public auction and apply the proceeds in payment of any expenses incurred by Suffolk Downs. In no event shall Suffolk Downs be responsible to the owner or applicant for the removal, stabling, storage or sale of any horse or property as foresaid.

Suffolk Downs reserves the right to reject any entry.

1. (a) Suffolk Downs, its officers, agents or employees, shall not under any circumstances be liable for any injuries or damages to person, horses or property sustained to or by any horse owners, trainers, jockeys, their agents, servants or employees while on the grounds of Suffolk Downs. All risks of injury or damage to person, property or horse by fire, theft, accident, negligence, intentional or criminal act, or otherwise, are assumed by such owners, trainers and jockeys, their agents, servants and employees whether caused directly or indirectly by active or passive negligence of Suffolk Downs or its agents or by the condition of the premises or by individuals, property, things or horses, lawfully or unlawfully on the premises, or by act of God or by any other reason or cause whatsoever.

- The trainer and/or owner will file with the Racing Secretary eligibility papers for each horse accepted for stabling and racing privileges and provide names of all the owners, trainers, jockeys, grooms, and all other persons employed in connection with the ownership, training, care and racing of the said horses. Such persons shall have applied for and obtained identification badges from the Massachusetts Racing Commission to gain access to the backside of Suffolk Downs.

- The trainer and owners hereby agree to indemnify and hold harmless Suffolk Downs and its officers, directors, employees and agents against any injury, loss, damage, liability or cost, including attorney's fees, suffered by Suffolk Downs and/or its directors, officers, employees and agents on account of damage to any animals, horses, equipment or other things, owned by or belonging to the trainer or owner or their employees or agents, whether or not such injury, loss, damage, liability, cost or attorney's fees were caused by Suffolk Downs or its directors, officers or agents or by any other person or by Act of God or by any other reason or cause whatsoever.

- The trainer and owners hereby agree to indemnify and hold harmless Suffolk Downs and its officers, directors, employees and agents against any injury, loss, damage, liability or cost, including attorney's fees, suffered by Suffolk Downs and/or its directors, officers, employees and agents in connection with any injury, loss, damage, liability or cost to the trainer or owners or any person employed by the trainer or owners, jockeys, or agents, or otherwise permitted entry by them or their employees or agents regardless of whether or not either has filed with the Racing Secretary the name of said person and regardless of whether or not that person has applied for or received such badge. This paragraph applies whether or not such injury, loss, damage liability, cost or attorney's fees were caused by the negligent acts or omissions to act on the part of Suffolk Downs or its directors, officers or agents, or by any other person or by Act of God or by any other reason or cause whatsoever.

- The trainer and owners hereby agree to indemnify and hold harmless Suffolk Downs and its officers, directors, employees and agents, from and against any injury, loss, damage, liability or cost, including attorney's fees, suffered by Suffolk Downs, its officers, directors, employees, or agents by reason of any thing or matter done or failed to be done by the trainer or owners, their agents and employees or by reason of the condition of or any thing done by any horses or by other animals or equipment belonging to or in the custody of the trainer or owners or their agents or employees, whether any such damage occurs on the aforesaid premises or elsewhere.

- The trainer and owners are hereby notified that if they wish to obtain protection regarding any and all risks under par. (a), (c), (d), and (e) and/or any other clause of this stall application, they are encouraged and advised to purchase insurance coverage.

I do hereby certify, that I am the trainer of all the horses listed on the reverse side of this application. If the horses listed are owned by one or more persons other than the undersigned, this application is made on behalf of and is binding upon all of the said owners of the listed horses; and I am authorized by all of said owners to make this application. I acknowledge that I have received a copy of these conditions for each of the owners of the horses listed on the reverse side and I will immediately forward a copy of the conditions to each of said owners or part owners.

Suffolk Downs may televise or authorize or license the televising of certain horse races to be conducted in its racing plant and accordingly it hereby reserves all rights to television whether in connection with any race, preparation thereof, or ceremonies or proceedings thereafter, or training at the track.

All entries are accepted on the condition that such consent is hereby given for the owner, jockey, trainer, groom and all other employees of the owner coming within the view of the television picture.

NOTICE TO TRAINERS

I HEREBY CERTIFY THAT I HAVE READ THIS STALL APPLICATION, THAT THE INFORMATION CONTAINED IN IT IS TRUE AND I AGREE TO BE BOUND BY ITS TERMS, CONDITIONS AND PROVISIONS.

SLEEPING QUARTERS WILL BE ASSIGNED TO TRAINERS, WHO WILL BE REQUIRED TO MAKE A SECURITY DEPOSIT IN ADVANCE OF THE ASSIGNMENT. I HEREBY CERTIFY THAT I HAVE DISCLOSED THE TERMS WITHIN AND DELIVERED A COPY OF THIS APPLICATION TO EACH OF THE OWNER'S LISTED IN THIS APPLICATION.

THE UNDERSIGNED AGREES THAT IT WILL BE BOUND BY THE RULES, REGULATIONS AND TERMS INCLUDED IN THE STALL ALLOTMENT LETTER TO BE SENT TO THE UNDERSIGNED.

Date

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Trainer (please print name)

Trainer's Signature
(Please note: This application must be signed)

Address to which you wish all communications sent:

Email:

Home Phone Number _____

Including Area Code _____

Portable Phone Number _____