

# 2019 THOROUGHBRED STALL APPLICATION AND PRIVILEGE AGREEMENT SAM HOUSTON RACE PARK

Racing Department  
7575 N. Sam Houston Parkway W.  
Houston, TX 77064

Phone (281) 807-8780 or (281) 807-8700  
Fax (281) 890-5485 Website: [www.shrp.com](http://www.shrp.com)

**RACING**  
January 25, 2019- March 30, 2019

**APPLICATIONS ARE  
DUE TUESDAY,  
NOVEMBER 6, 2018**

**NOTE BEFORE SIGNING:**

1. Past performances must accompany the application. Applications not accompanied by past performances will not receive consideration until completed. Balanced stables will receive first preference
2. **All Horses That Enter the Stable Area MUST HAVE** a Valid Current Health Certificate (issued within 30 days of a horses' arrival) which includes a Current Negative Coggins, Current Negative Piroplasmiasis for ARABIANS, QH, Paints & Appaloosas, and all Vaccinations, including EHV-1 given no less than 14 days and is within 90 days of the horses' arrival.
3. No pony stalls allotted for stables of less than (12) horses.
4. \$115 deposit required for each dormitory room. One Dorm allowed for each 10 stalls assigned. There will be a \$10 stall deposit for each allocated stall which is refundable if stalls are stripped clean upon vacating premises.
5. Only allowable bedding material will be wood shavings or straw.
6. Stalls will be assigned to horses on application. No substitutions allowed without permission of the Racing Secretary.
7. Negative Coggins reports must accompany registration papers!! **ZERO DATE, WEDNESDAY, JANUARY 16, 2019.**
8. No Dogs Allowed in the Stable Area.

**BACKSIDE OPENS:  
MONDAY,  
DECEMBER 19, 2018**

**TRAINING BEGINS:  
MONDAY,  
DECEMBER 26, 2018**

**DO NOT SHIP  
WITHOUT STALL  
CONFIRMATION**

**ALL STALLS  
MUST BE  
OCCUPIED ONE  
WEEK PRIOR TO  
OPENING DAY**

	Name of Horse	Sex & Age	Allowance or Claiming Price	Track & Date of Last Start	Maiden	Acct. Texas Bred	Name of Owner
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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16							
17							
18							
19							
20							

Trainer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Permanent Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Web Site:  
[www.shrp.com/horsemen-info](http://www.shrp.com/horsemen-info)



Email Address:  
[Matt.Crawford@pngaming.com](mailto:Matt.Crawford@pngaming.com)  
[racingoffice@shrp.com](mailto:racingoffice@shrp.com)

### Stall Application and Privilege Agreement - Terms and Conditions

The Applicant agrees to abide by and comply with all rules and regulations of the Texas Racing Commission ("TRC") and of Sam Houston Race Park, LLC. ("SHRP") at 7575 North Sam Houston Parkway West, Houston, TX 77064, including but not limited to the Sam Houston Race Park/Penn National Gaming, Inc. Racing Guide ("Racing Guide.")

Applicant agrees that this is not a lease of space but is merely a revocable privilege to occupy stall space subject to the terms and conditions outlined below. The Applicant agrees that in consideration for and as a condition of the granting of this revocable Privilege Agreement to Applicant to stable at SHRP to any and all of the horses listed on this stall application (and for any other horses for which stabling is provided and as further consideration for providing rooms to grooms or other stable employees), the Applicant and all persons for whom he/she is acting (including but not limited to employees, agents, owners, trainers and any persons under his or her control, collectively "Affiliates") will be bound by all the terms and conditions, herein after set forth. The Applicant represents and warrants that the Applicant has been granted the authority by the owner(s) of all horses in his/her care to be stabled at SHRP to make this application, to enter into the agreement contained herein, and to bind such owner or owners to the terms agreed to in this Stall Application and Privilege Agreement ("Agreement").

1. It is understood that SHRP, in its discretion, may assign stall space or other accommodations for any or all or none of the horses listed here by the Applicant; and the Applicant hereby authorizes SHRP to cross out the names of any or all horses listed hereon for which SHRP does not agree to assign stall space or other accommodations and to assign stall space or other accommodations only for horses whose names are not crossed out. Applicant agrees to be bound by the terms and conditions of this Agreement even though the Agreement may be altered by SHRP for any reason with respect to the named horses.
2. The Applicant shall enter and race the horses listed here which have been assigned free stall space by SHRP in all races for which they qualify and are eligible unless the Racing Secretary shall agree otherwise.
3. The rules and regulations of the TRC and SHRP shall govern the conduct of this meeting and all owners, trainers, jockeys and stable employees shall abide by such. Applicant's attention is directed to the Racing Guide which is incorporated into this Agreement and Applicant agrees to abide by all conduct guidelines and rules set forth therein.
4. Foal certificates and Negative Coggins Tests are required for all horses to enter the stable area or be stabled at SHRP. They must be filed with the Racing Office.
5. SHRP reserves the unilateral right to refuse any entry or transfer for any reason.
6. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests according to the requirements of the TRC. No Caliente helmets permitted.
7. All trainer changes must be reported to the TRC and SHRP immediately along with the owner's and previous trainer's authorization.
8. SHRP reserves the right to decline stall space, revoke stall privileges at will, and to require any owner or trainer using stall space to vacate the stalls and move any and all horses, equipment and personnel off the premises within twenty-four hours after receiving notice to vacate. Should Applicant fail to vacate the stalls and move all horses, equipment and personnel off SHRP premises after receiving written notice to vacate from SHRP and should legal recourse become necessary, Applicant shall be responsible for all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by SHRP in enforcing its rights under this Agreement.
9. SHRP may refuse admittance to or eject anyone whom it considers undesirable in accordance with regulations of the TRC.
10. Applicant, for himself, owners of horses in his custody, his agents and his employees, hereby consents to video and audio recording of all activities at SHRP and hereby assigns to SHRP any and all rights to motion pictures, television and radio broadcasting in connection with races run at SHRP.
11. The Applicant agrees on behalf of himself and the owner(s) of the horses in the care, custody or control of Applicant, that all horses entering onto the grounds of SHRP do so at the individual owner(s) and Applicant's risk. SHRP shall not be liable or responsible in any manner whatsoever for any injury or loss caused or suffered in any manner by or to the horse or horses while on the premises or in transit to or from the premises, whether occasioned by the negligence or fault of SHRP, its agents or employees. For protection of Applicant and owners, it is recommended that the Applicant insure horses against losses by fires or other occurrences.
12. The Applicant agrees to keep the stabling accommodations and dorm quarters (including bathrooms) allotted to him in good and clean condition. The Applicant consents to periodic inspection of any SHRP facilities without notice. Any damage caused to any SHRP accommodations and quarters will be repaired by SHRP at Applicant's expense.
13. The Applicant agrees to deposit \$115, which includes one key, for each dorm room that is allotted. Applicant will be responsible for returning keys and leaving rooms in good condition. Upon departure, if the rooms are found suitable to SHRP, the deposit will be returned to the Applicant. One dorm room is allowed for each ten stalls assigned.
14. No dogs shall be allowed in the stable area of SHRP.
15. No firearms shall be allowed on premises of SHRP.
16. Only approved heating appliances shall be allowed on the premises of SHRP. Approval must be obtained from the Racing Secretary.
17. Applicants and Affiliates are not employees of SHRP. Applicant and all owners, trainers, jockeys and their employees must be licensed by the TRC.
18. Applicants agree to abide by all environmental procedures from time to time implemented at SHRP, including without limitation, the following:
  - a. The use of washing machines is prohibited.
  - b. All hoses must be equipped with automatic shutoff nozzles.
  - c. Only biodegradable soap may be used.
  - d. All manure and bedding material must be placed only in the containers designated by SHRP.
19. **Release and indemnity agreement:**

Applicant recognizes the risks of the activities to be conducted at the SHRP Racetrack by or on behalf of Applicant, the owners of the horses named in this application and the Affiliates (collectively the "Indemnifying Parties") and has determined that the facilities at the SHRP Racetrack are reasonably suited for all horse racing related activities to be conducted by or on behalf of any such parties. SHRP, its members, landlords, partners and affiliated entities and their respective directors, officers, employees, agents, vendors, contractors, visitors and licensees collectively, (collectively the "Indemnified Parties") shall not be liable to any of the Indemnifying Parties or any of the employees, agents, invitees or visitors, or to any other person whomsoever, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the negligence or misconduct of any of the Indemnifying Parties, their employees, agents, invitees, visitors or any other person entering the SHRP Racetrack premises under express or implied invitation of any of the Indemnifying Parties, or arising out of the use of the SHRP Racetrack premises and facilities by any of the Indemnifying Parties. Applicant agrees, for him/herself and on behalf of the Indemnifying Parties, to release the Indemnified Parties from and to indemnify and hold the Indemnified Parties harmless from any liability, loss expense or claims (including reasonable attorneys' fees) arising out of the activities of the Applicant and the Indemnifying Parties at SHRP
20. In the event of any inconsistency between these provisions and any mandatory provisions of applicable law, including the Texas Racing Act or Rules of Racing, the applicable law shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any mandatory provisions of any amendment to applicable law.
21. The foregoing release and indemnification provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the State of Texas.

**NOTE: Any Applicant applying under this Stall Application and Privilege Agreement that has had a previous racing penalty in excess of 15 days and/or a \$1,500 fine; or has received a Class 1 or Class 2 medication violation; or has received two (2) or more Clenbuterol positive test findings; or has had a horse placed on any steward's or veterinarian's list due to an Out of Competition test finding, in any jurisdiction, since Jan. 1, 2014, MUST provide complete details, including any cases that are currently under appeal. Any Applicant who has been denied a racing license or track racing privileges, in any jurisdiction, since Jan. 1, 2009 MUST provide complete details below. Please use a separate sheet if necessary. Any owner or trainer providing false or misleading information under this section shall not be granted stalls or racing privileges by SHRP and/or any of its affiliates.**

This application must be signed, filled out in full and returned to:

Racing Secretary, Sam Houston Race Park, Racing Office, 7575 N. Sam Houston Parkway W., Houston, TX 77064. (Fax: 281/807-8701)

Name of Trainer/Applicant (print) \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Stall Application Accepted:  
Sam Houston Race Park \_\_\_\_\_ Date: \_\_\_\_\_

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