

PLEASE LIST HORSES HERE

1	Name of Horse	Sex	Age	Mdn	Alw	Claiming Price	Distance		Owner Information
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PLEASE READ AND SIGN ON REVERSE SIDE



KEENELAND
 Keeneland Association, Inc.
 4201 Versailles Road
 P.O. Box 1690
 Lexington, KY 40588-1690
 859 288-4240 Stable Office
 800 456-3412 General Office
 800 456-9896 Racing Office
 859 288-4320 Fax
 wmogge@keeneland.com

Stall Application

2023 Summer Stabling • May 13 - July 31, 2023

Stall applications are due no later than Friday, April 14, 2023
Barn area opens Saturday, May 13, 2023

REMINDER: A current certificate of workers comp. and general liability insurance must be submitted with the application

Trainer Information

PLEASE PROVIDE ALL INFORMATION

Name _____

E-mail _____

Permanent Address _____

City, State Zip Code _____

KHRC Lic.# _____

Cell Phone () _____ Other Phone () _____

Fax Number () _____ Please check box for bedding preference Straw Shavings

Requirements for Stabling and Racing at Keeneland SUMMER 2023

All trainers who wish to stable or enter to race at Keeneland must submit a **Keeneland Safety Agreement** signed by **both trainer and attending veterinarian**.

A copy of the agreement is attached for your reference.
 Please submit signed agreement to Vice President of Equine Safety, Dr. Stuart Brown at sbrown@keeneland.com.

Please visit Keeneland.com/horsemen for details on all new equine safety initiatives including online versions of the stall application, stakes nominations and Keeneland Safety Agreement.

YOU MUST CHECK IN AT THE STABLE OFFICE PRIOR TO UNLOADING HORSES SHIPPING INTO KEENELAND.

Keeneland Association, Inc.

Stall Application, Revocable License, Release and Waiver of Liability Agreement

The Conditions for Stall Allocations must be abided by as follows:

1. License. If stalls are allocated to the undersigned (“Trainer”), Trainer may be granted a revocable license to use the stalls allocated to the Trainer, including the barn and area immediately outside the stalls (“Licensed Premises”) pursuant to the terms of this agreement (“Agreement”).

2. Rules and Regulations. Trainer will abide by all rules and regulations of Keeneland, including, without limitation, (i) House Rules (including those relating to TCO2 or “Milkshake” testing and all medication, safety and integrity rules), (ii) other Keeneland rules (including, without limitation, all rules set forth in Keeneland’s Condition Book, which can be found on Keeneland’s website, the Rules of the Barn Area (www.keeneland.com/rulesofbarnarea), and the Keeneland Safety Agreement (www.keeneland.com/safetyagreement)) (collectively, the rules set forth in 2(i) and (ii) shall be the “Keeneland Rules”), and (iii) the rules and regulations of the Kentucky Horse Racing Commission (“KHRC Rules”) and the rules and regulations of the Horseracing Integrity and Safety Authority (“Authority”) (see www.HISA.us.gov) (the “HISA Rules”) (collectively, the KHRC Rules and the HISA Rules are the “Regulations”), at any time adopted or as they may be amended, and all of which are hereby expressly incorporated by reference herein. Trainer and Owner(s) shall be responsible for obtaining and becoming familiar with such rules and regulations.

3. Parties. This Agreement will be effective with regard to the stabling during and/or participation in the race meeting specified on the opposite side hereof and Trainer’s participation in any and all other race meetings and related activities and the use by Trainer of stall space. For purposes of this Agreement, whenever the word “Trainer” is used herein, it shall include (i) the trainer of horses located at Keeneland (and if trainer is an agent/assistant to any trainer, the principal for whom he is agent), and (ii) all Owner(s) of horses controlled by Trainer, and their heirs, representatives, successors, next of kin, entity and assigns. For purposes of this Agreement, the word “Owner” shall include the owner(s) of the horses located at Keeneland. Provided, however, that the rights and benefits of the Trainer under this Agreement are personal and no such right or benefit will be subject to voluntary or involuntary alienation, assignment or transfer by Trainer. Trainer covenants, and by signing below affirms and verifies, that (i) the undersigned executes this Agreement as agent for the Owner(s), (ii) the Owner(s) have agreed to the terms and conditions of this Agreement, and (iii) as affirmation of the Owner(s)’ agreement, the undersigned will deliver the Owner(s)’ written consent and agreement to such conditions upon request of Keeneland. Trainer will indemnify and hold Keeneland harmless from and against any claim or cause of action (including any expense incurred therewith, including reasonable attorneys’ and other fees) that may be asserted by or on behalf of any person which is inconsistent with the release and indemnification provisions set forth in the foregoing paragraph.

4. Cancellation of Races. Keeneland reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability, except for the return of fees as required by the Regulations. Nominations or the making of any entry to any of the Races is received with the understanding that Keeneland reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.

5. Fees. Trainer agrees to pay Keeneland \$10.00 per stall per day. For any payments owed and not paid to Keeneland by the 20th of the month, the trainer agrees to pay a late fee of \$10 per stall. The undersigned further agrees to pay 1.5% interest on any amounts past due by thirty (30) days or more.

6. Default. Should the Trainer (i) fail to pay any sum payable by Trainer as herein provided, or any part thereof, or (ii) fail to keep and perform any of the other non-monetary covenants, agreements or conditions on its part to be kept and performed hereunder within twenty (20) days of written notice thereof; or (iii)

suffer any execution, attachment or other order of any court to be issued upon or against the interest of Trainer in this Agreement; or (iv) make an assignment for the benefit of creditors or suffer or permit a petition in bankruptcy to be filed by or against it; or (v) violate any provision of this Agreement, the Kentucky Revised Statutes or the Regulations regarding Thoroughbred racing; or (vi) suffer or permit to occur any circumstance or event which is specifically declared to be an “Event of Default” under any other Section of this Agreement; any one of the same shall be an “Event of Default” hereunder. If an Event of Default occurs under this Agreement, Keeneland shall have all such rights and remedies as are provided by law or in equity in respect of such default including, at Keeneland’s election, the right to terminate this Agreement and/or reenter the Licensed Premises and recover possession thereof with or without terminating this Agreement and in either event Keeneland shall be entitled to (1) remove the horses from the Licensed Premises; (2) relet or relicense the Licensed Premises or any part(s) thereof, upon such terms and conditions, including license payment, as Keeneland may deem appropriate for Keeneland’s own benefit and account; (3) recover from Trainer as damages resulting to Keeneland from Trainer’s default hereunder an amount equal to the sum of (i) all reasonable costs, fees, charges and expenses incurred by Keeneland in connection with such reentry, repossession, dispossession and relicensing or reletting and (ii) all unpaid licensed payments and all other unpaid charges required to be paid hereunder by Trainer to Keeneland. It is hereby expressly provided and understood that Trainer’s obligations and liability for damages as set forth herein shall be all inclusive and shall survive such termination, reentry, repossession, dispossession, relicensing and reletting; and (4) impose certain other penalties and fines at Keeneland’s discretion.

7. HISA REGISTRATION

All racing participants, or “Covered Persons,” must register with the Authority. Trainers must also register all horses in their care. This can be done after the Trainer registers with HISA. You are considered a Covered Person if you are licensed by any state racing commission, and you have involvement with Thoroughbred Covered Horses or Thoroughbred Covered Horseraces or you have access to restricted areas of a racetrack in the ordinary course of your work. Go to www.hisau.org to register. See HISA Rule 9000. **HORSES THAT ARE NOT REGISTERED WITH THE AUTHORITY WILL NOT BE ALLOWED TO RACE, TRAIN, OR WORK AT KEENELAND.**

8. Tack Rooms. Tack rooms will be allocated to horsemen based on the number of stalls utilized. One tack room will be allocated for every four stalls filled.

9. Allocations. Allocations of all stall space are made only with the agreement of Trainer that: (i) Keeneland reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use of any of its facilities or to reduce or to totally eliminate the number of stalls assigned and/ or to change the location of stalls assigned to the Trainer; (ii) the permission granted herein to Trainer is a revocable license or permit to use Keeneland’s facilities solely for purposes incidental to racing and/or training subject to the terms and conditions of this Agreement and does not constitute a lease of such facilities, and (iii) Keeneland maintains the sole interest in and exclusive control of its premises and facilities.

10. Revocation. Trainer agrees that the license granted herein to enter on Keeneland grounds and to use Keeneland facilities is subject to revocation, with or without cause, and in the sole and exclusive discretion of Keeneland. Trainer will vacate stalls and move all horses, equipment and personnel, upon request, from Keeneland property within a reasonable time. A violation of the Regulations or the Keeneland Rules or the creation, in whole or in part, by Trainer of any condition that may interfere with the safe and efficient operation of its business by Keeneland or the termination of the Trainer’s agency relationship with the Owner(s) listed on the reverse side hereof, shall, in each case, subject this license to immediate revocation exercised at Keeneland’s sole and exclusive discretion, without any prior notice.

11. Bedding. All bedding used in the stalls must be approved by Keeneland. Further, Trainer agrees to notify Keeneland by notation on the reverse side, where indicated, whether Trainer will use straw or shavings for bedding. Trainer may change the type of bedding used only with Keeneland’s approval.

12. Shoes. Please consult HISA Rule 2276.

13. Safety Helmets and Vests.

Please consult HISA Rule 2293.

14. No heat lamps or ice machines. Heat lamps and ice machines are both prohibited at all times in the stall areas.

15. Dogs. All dogs must be kept inside tack rooms during training and racing hours, or if out, must be leashed and in hand at all times. Trainer may have no more than two dogs in the stall area at any time. Under no circumstances may dogs be tied in shedrows or about the barns during training and racing hours. Dogs tied in shedrows at hours other than the above mentioned must be on a fixed, short leash to permit free access and passage of Keeneland’s security police around the barn area. No running chains or lines will be permitted. Trainer must ensure that dogs do not interfere with the business of veterinarians, blacksmiths, feedmen, track security, deliveries and barn maintenance personnel.

16. Hoses. All hoses in the barn area must be fitted at all times with a working nozzle, such that water will not flow from a hose unless the nozzle is engaged.

17. Washing Machines. No washing machines may be brought in the stall areas. An equine laundry facility is available between Barn 42 and the Maintenance Building, and may be utilized by Trainer and staff as available.

18. Condition of Stall Area. Trainer will keep and maintain the Licensed Premises and area surrounding the Licensed Premises, including the barn, stalls and area outside the stalls, in good order and sanitary condition, at Trainer’s sole expense. Trainer shall be responsible for trash removal and cleaning of walkways outside the stalls. Trainer shall not place any trash (e.g. plastic, rope, cans, etc.) in the muck. If consistent trash violations occur, Trainer will have to pay for additional muck removal. Trainer shall make, at their own expense, all repairs otherwise required to be made by Keeneland if they are necessitated by the negligence of Trainer. Trainer shall comply with all laws and regulations relating to the stalls and their use.

19. Licenses. Trainer shall ensure that each individual working in the stall area under the direction of Trainer is licensed as required by the laws and Regulations. Failure to fully comply with this provision could result in the immediate termination of this Agreement.

20. Medication Compliance. Please refer to the Regulations and Keeneland’s Condition Book for medication & testing rules.

21. Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy. A horse treated with extracorporeal shock wave therapy, radial pulse wave therapy or similar treatments shall not race or work for a minimum of thirty (30) days following treatment. Please refer to HISA Rule 2272.

22. Search and Seizure. Trainer expressly grants to Keeneland the right, without prior notice, to search the person, or to order and search the stall area, rooms, lockers, vehicles and automobiles and any other area of the Keeneland premises occupied Trainer, whether locked or unlocked, and to seize any illegal or unauthorized drugs, medication, mechanical devices, or other prohibited, unsafe or cruel items.

23. Reservation of Rights. As the organizer, host, and sponsor of Thoroughbred horse races, Keeneland hereby reserves unto itself, its agents, assigns and licensees, and all participants, including, without limitation, owners, trainers, jockeys, and grooms of horses being entered in Keeneland races or otherwise training at Keeneland, and their heirs,

representatives, successors, next of kin and assigns (collectively, “Participants”), hereby assign to Keeneland all interest, right, title, and interest he, she, or it may have in the Host Rights, as herein defined. The Host Rights shall mean the sole and exclusive right to: (a) produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, digital and immersive media or any other media transmission, now known or hereafter developed, of all events which occur on Keeneland’s property, including without limitation, all activities occurring before, during and after Thoroughbred horse races and training at any Keeneland track; (b) utilize the race and the results thereof, all for any purpose or use as Keeneland shall determine; (c) limit, prohibit or regulate the display of any commercial advertising symbols, or other identification, other than Participant’s registered silks, in connection with any race, training, or related activities; and (d) develop, produce and sell, by or through any licensee, goods using the Participant’s name or likeness, the name or likeness of any horse owned by the Participant brought onto Keeneland’s grounds, or any other identifying feature, silks, trademark or copyrighted material which is used in connection with Keeneland racing or training activities. In consideration of participating in stabling, racing, training and related activities at Keeneland, Participant consents to the above reservation of the Host Rights and consents to be photographed or to otherwise by a subject of still or moving pictures, radio or television programs or other digital and/or immersive media, without remuneration except for contributions to horsemen’s purses from wagering on the races as established by contract or legislation. The Participant agrees that he has not and will not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against Keeneland which is inconsistent with the full and exclusive exercise by Keeneland of its Host Rights. This application is accepted on the condition that, if required, consent is hereby given, and the Participant coming within the view of the television picture hereby agrees to sign and deliver to Keeneland upon demand releases permitting such television and the exhibition thereof.

24. Release and Indemnification. Participant recognizes that hazards and risks inherent in stabling, racing, training, and related activities activities may cause the injury or death of horses, other property, or people and does voluntarily and fully assume all risk of loss, injury, damage, death, or destruction to any person or property (including horses). In consideration of participating in stabling, racing, training and related activities at Keeneland, Participant hereby assumes the risks of, and releases, holds harmless and covenants not to sue Keeneland and its affiliates, and the trustees, owners, stewards, directors, officers, employees, and agents of any of the aforementioned persons and entities (collectively, “Indemnified Parties”) for all claims for loss or damage of, or injury to, or death of any persons or property (including horses), loss of use of property (including any loss arising from use of grass fields or gallops) sustained by the Participant and/or its invitees and/or the property owned or under the control of the Participant located at Keeneland’s facilities. Participant further agrees to protect, indemnify and hold harmless Keeneland (or if indemnification is not available, to contribute to Keeneland’s losses) from and against any loss, damage, claims or expenses (including reasonable attorneys’ and other fees), arising directly or indirectly from any acts or omissions of the Participant, or any of the Participant’s horses, or any agent, employee or invitee of the Participant, arising out of or in connection with the Participant’s activities at Keeneland. This release and indemnification shall be enforced to the fullest extent permitted by the laws of the Commonwealth of Kentucky. If any portion of this release and indemnification shall for any reason be held invalid or unenforceable by judicial decision or legislative amendment, the valid and enforceable provisions of this release and indemnification will continue to be given effect and shall be construed so as to provide the broadest release and indemnification permitted by law.

25. Notification. After submitting this application for stalls, the undersigned agrees to notify Keeneland promptly of any changes in stall requirements. After confirmation of stall allocation, the undersigned agrees to notify Keeneland immediately of any major changes in shipping plans, any change of horse in Trainer’s barn, or any material change in the health or welfare of any horse under Trainer’s care.

26. Coggins/Health Certificate Prior to Entry. All horses, including lead ponies, seeking entrance to our stable area(s) shall be accompanied by the following as well as all documentation required by HISA Rule 2143:

(1) A current negative Equine Infections Anemia (Coggins) Test dated less than one year prior to date of arrival, or such shorter period of time in the event a high risk situation dictates, and listed on a Certificate of Veterinary Inspection (CVI), which has been signed and dated within seventy-two (72) hours prior to arrival by a licensed veterinarian.

(2) A vaccination against Equine Herpes Virus Type 1 (EHV-1) by a licensed veterinarian a minimum of fourteen (14) days, and no more than one hundred twenty (120) days of entry into our stable area(s). The Certificate of Veterinary Inspection (CVI) shall indicate the date of the vaccination, the specific vaccine product, vaccine lot number, and vaccine expiration date, used to vaccinate each horse.

27. Insurance. Trainer shall maintain at all times general liability insurance with coverage no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Trainer shall also maintain at all times Workers’ Compensation Insurance covering all personnel employed as required by the Regulations. Trainer shall, prior to admission to Keeneland’s facilities and at any time upon request by Keeneland, furnish a certificate(s) evidencing proof of insurance coverage in accordance with the requirements set forth herein. Responsibility for the maintenance of appropriate horse mortality or other equine insurance vests with the Trainer and/or Owner(s), as the case may be as agreed between those parties. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject Trainer and/or Owner(s) to multiple and substantial risks, including being excluded from Keeneland’s premises. All certificates of insurance shall provide that Keeneland shall receive at least thirty (30) days advance notice by the insurer of any cancellation or material change in coverage. Owner(s) and Trainer indemnify and hold Keeneland harmless against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the Trainer and/or Owner(s)’s failure to obtain insurance as appropriate and required by law.

28. Investigative Report. In making this application for stalls or to otherwise participate in Thoroughbred racing, it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom Trainer is associated. This inquiry includes information as to Trainer’s character, general reputation, personal characteristics, and mode of living, which may be applicable. Trainer has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

29. Stabling and Training Rules. Training on the Keeneland track will be allowed only at such times, if any, in accordance with any instructions and directions regarding training activities as may be determined by Keeneland. Applications for stall allocations are received only with the understanding that Keeneland reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer.

30. Ban on Horse Cruelty or Slaughter. Kentucky law makes it a crime to engage in any form of animal cruelty, including the mistreatment, abuse, or neglect of a horse, with specific additional punishments applicable only to equine crimes. KRS 525.130. The KHRC also has the authority to suspend, deny, or revoke any KHRC license in the event a licensee abandons, mistreats, abuses, neglects, or engages in any act of cruelty to a horse. 810 KAR 3:020, Section 15. In addition, any owner, or trainer or other connection based at Keeneland Association who sells, directly or indirectly, a horse for slaughter that was previously stabled at Keeneland Association may have his/her stalls permanently revoked. Notwithstanding anything herein to the contrary, Keeneland reserves its common-law right to exclude any person for any reason in its sole and absolute discretion, including, without limitation, the mistreatment, abuse, or neglect of a horse. 810 KAR 3:020.

31. Assignment/Subletting. Trainer shall not, without the prior written consent of Keeneland, (1) assign the use of the allocated stalls, sublet or sublicense the Licensed Premises or any part thereof; (2) permit any assignment or other transfer of this Agreement or any interest hereunder by operation of law; or (3) permit the use of the Licensed Premises by any person other than Trainer and its partners, employees, invitees and licensees (“Sublease, Sublicense, Transfer or Use”). All of Trainer’s obligations under this Agreement will remain in full force and effect regardless of any portion of the Licensed Premises being subleased, unless otherwise agreed in writing by Keeneland and Trainer. If Trainer is in default under this Agreement, Trainer shall not be permitted to allow the use of the Licensed Premises by any person absent Keeneland’s prior written consent. Any Sublease, Sublicense, Transfer or Use made without Keeneland’s prior written consent shall, at Keeneland’s option, be null, void, and of no effect. Any attempt to Sublease, Sublicense, Transfer or Use the Licensed Premises without Keeneland’s prior written consent shall constitute an Event of Default under this Agreement.

32. Entire Agreement. This Agreement (including without limitation the documents, rules and conditions incorporated by reference herein) contains all the terms and conditions between Keeneland and Trainer relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect, except any such contemporaneous agreement specifically referring to and modifying this Agreement signed by both parties. This Agreement may not be modified except in writing signed by both parties.

33. Governing Law/Jurisdiction and Venue/Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky (without giving effect to its laws regarding conflicts of laws). The parties herein agree that jurisdiction and venue shall be the Fayette Circuit Court, Commonwealth of Kentucky. The parties also agree to waive any rights they may have to a trial by jury.

34. KENTUCKY FARM ANIMAL ACTIVITY LIABILITY ACT.

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

To be Signed by Owner(s)/Trainer

THE UNDERSIGNED OWNER(S)/TRAINER HEREBY CERTIFIES THAT HE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS, AND IF SIGNED BY TRAINER, TRAINER HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) SO LISTED HEREON, WHO ARE BOUND BY THE TERMS AND CONDITIONS HEREOF. THE UNDERSIGNED HAS VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE. HORSES SHIPPED TO KEENELAND WITHOUT APPROVAL WILL NOT BE UNLOADED. IF ALLOTTED STALLS, THERE WILL BE NO SUBSTITUTION OF HORSES WITHOUT CONSENT OF THE RACING SECRETARY.

Dated this _____ day of _____ 20 _____

To Be Signed By: Owner(s)/Trainer