

# STALL APPLICATION BLANK

**APPLICATION DEADLINE IS** 

**MONDAY, JUNE 19, 2023** 

AUGUST 18 THRU DECEMBER 15, 2023 • 67 RACING DAYS

Send stall application to: Remington Park Attention: Racing Office One Remington Place Oklahoma City, OK 73111 Phone: 405-425-3271

Fax: 405-425-3219

Horse's Name (Please Print)		Class	(S)-short or (L)-long	Name of Owner
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### PLEASE REFER TO WEBSITE FOR UPDATED HEALTH PAPER REQUIREMENTS PRIOR TO SHIPPING **WWW.REMINGTONPARK.COM**

IMPORTANT "0 DATE"
DEADLINE FOR REGISTRATION
CERTIFICATE TO BE IN THE
RACING OFFICE IS NOON ON
MONDAY, AUGUST 7, 2023

DATE RECEIVED:

NAME (PLEASE PRINT):			
PERMANENT ADDRESS:			
HOME PHONE:			
CELL PHONE:	CELL PHONE CARRIER:		
EMAIL ADDRESS:			

# **TERMS AND CONDITIONS**

The applicant agrees to abide by and comply with all rules and regulations of the Oklahoma Horse Racing Commission and of Remington Park.

The granting of stall space at Remington Park is for the purpose of assuring the availability of horses which, in the sole opinion of management, will produce the best racing meet. At every racing meet Remington Park will receive far more applicants for stall space than it can physically accommodate; therefore, some requests will be denied. It is understood and agreed that the granting or denial of stall space is at the sole discretion of the management of Remington Park.

- No horse will be received at Remington Park unless and until: (a) A stall application in the form provided by Remington Park has been completed by the owner, his/her trainer or duly authorized agent. (b) The stall application has been approved by Remington Park and the applicant, owner, trainer or authorized agent has been notified that stall reservations have been allotted to him/her.
- Stalls will be assigned to horses on the application. No substitutions allowed without permission of the Racing Secretary.
- 3. Notice: DO NOT ship to Remington Park until you have been notified that your stall reservations have been allotted.
- 4. A \$20 per stall deposit is required for each stall allotted (Deposit due upon arrival). Deposit will be returned at the end of the meet if stalls are cleaned to the satisfaction of Remington Park management.
- 5. A \$100 non-refundable dorm fee is required for a dorm room. \$25 key deposit refundable upon return of key.
- 6. Stalls will not be allocated nor entries taken for: Maidens six years old and older.
- 7. Original or approved electronic version of negative Coggins Test, must be on file in the Racing Secretary's office for all horses stabled and/or competing at Remington Park. The Coggins should be dated preferably by December 15, 2022. Copies of these test must accompany all horses entering at the stable gate.
- 8. Horses must be tattooed or microchipped before racing at Remington Park.
- 9. Positively no dogs allowed in stable area.
- 10. No minor children will be allowed in a sleeping room without an attending adult.

The applicant, owner, or his/her trainer, acting as agent for owner (when the application is signed by the trainer) or any other duly authorized agent agrees that if stall space is granted, the applicant shall be a licensee upon the grounds of Remington Park and the authorization so granted for the stabling of horses shall be revocable at any time.

Possession and custody of horses stabled at Remington Park is vested solely in the owner and/or trainer and no relationship of bailor - bailee exists between Remington Park and such owner and/or trainer. The owner and/or trainer is solely responsible for the safety, protection and the acts of his/her horse(s).

Owners and trainers will be held liable for any misuse of the stall assigned to them and for the conduct of their employees on the grounds of Remington Park.

Remington Park assumes no liability for the loss by fire or theft of any equipment or property of horsemen or any accident occurring on Remington Park property. Only Remington Park rental hot walkers are permitted.

By acceptance of this application, the owner and/or trainer agrees as follows: (a) to indemnify and hold harmless Remington Park its officers, agents and employees, from any and all liabilities, claims, demands, actions, causes of action, attorney fees, or obligations, including but not limited to judgements, sums of money, legal fees, court costs and investigative expenses which may be incurred for or on behalf of Remington Park, its officers, agents or employees, in the defense of any such liabilities or obligations, arising out of any act performed or committed by the applicant, trainer, owner, their agents, employees and/or animals; (b) Any trainer that intends to bring a horse on the grounds must have a minimum workmen's compensation policy on file with OHRC before doing so if they have employees.

I have read the terms and conditions upon which this application for stall reservation will be

I have read the terms and conditions upon which this application for stall reservation will be considered, and if granted, I agree thereto and will abide by the same.

Unless otherwise approved by the Director of Racing, any stalls not occupied with horses listed on this application by August 18, 2023 will automatically revert back to Remington Park.

Trainer:	
Signature:	
Date:	
Expected Date Of Arrival:	
Dorm Rooms Required:	(One dorm room per seven stalls)
Barn Preference	

#### STALL AGREEMENT

Since February 1, 2010 adherence to the following provisions has been required for entrance and good standing at Remington Park.

#### INDEMNIFICATION

Applicant shall indemnify and hold harmless Remington Park from and against any liability, loss, claim, damage or expense (including reasonable attorney's fees) which result from (i) any loss, damage, death or injury of any kind to Applicant, Applicant's employees, agents, invitees, jockeys, independent contractors; and/or members of respective family, property and/or animals of each of them, whether such injury, loss, death or damage is caused by the condition of the Remington Park premises and /or any negligence or fault of Remington Park, or from any other cause; (ii) Applicants failure to obtain and maintain all required licenses, permits and approvals of government authorities to perform the duties herein; and (iii) any claim by any individual retained by Applicant related to allegations of unpaid wages owed to any said individuals or agents or any third party. All indemnification provisions in this Agreement shall survive termination of the Agreement.

#### **TELEVISION RIGHTS**

Remington Park shall have the right to televise (directly) or authorize or license the televising or making of photographic transcription, of horse racing conducted at Remington Park and accordingly it hereby reserves television rights, whether in connection with any race, preparations therefore, or ceremonies or proceedings thereafter, or training at the track. This includes all matters or happenings on the backside. This application is accepted on the condition that, if required, consent is hereby given, for the jockey's contracted by the owner/trainer to ride, the owner, trainer/Applicant, groom and all other employees, agents, independent contractors, family, or invitees of the Applicant coming within view of television cameras, agree to sign and deliver to Remington Park upon demand any necessary releases permitting such televising and the exhibition thereof.

#### INSURANCE

Applicant shall obtain and thereafter maintain in full force and effect with insurers acceptable to Remington Park, at a minimum, insurance coverage as follows: (a) workers compensation coverage and employer's liability insurance with limits that are in compliance with the statutory limits required by the OHRC in accordance with the OHRC Rules of Racing for each accident for all employees performing work at Remington Park. The worker's compensation and employer's liability policies specified hereinabove shall be indorsed to provide non-cancellation without 30 days notice being given to Remington Park. Applicant shall also be required to secure additional general liability insurance, as determined if necessary. Applicant shall provide Remington Park with certificates of insurance evidencing the aforementioned coverage and requirements. Applicant's obligation to defend, indemnify and hold Remington Park harmless as set out in this Agreement shall not in any manner be limited, altered or modified by these insurance requirements. All policies, with the exception of workers compensation, required to be obtained by Applicant under this Agreement shall name Remington Park, its parents, officers, directors, managers, affiliates, agents and employees as additional insured, and shall include a waiver of subrogation in favor of those parties listed hereinabove, and shall be primary as respects any other policy providing coverage to Remington Park.

Together with the foal registration papers the Applicant shall file with the Racing Secretary's Office Certificates of Insurance ("Certificates") evidencing compliance herewith. Such policy shall provide coverage for the entire period of the 2023 current racing meeting conducted at Remington Park and such Certificates shall contain a clause providing that such policies shall not be cancelled without (30) days written notice to Remington Park by certified U.S. Mail. Applicant's obligation to defend, indemnify and hold Remington Park harmless as set out in this Agreement shall not in any manner be limited, altered or modified by these insurance requirements.

### **ATTENTION HORSEMEN**

Horsemen's Representative

The Thoroughbred Racing Association of Oklahoma (TRAO) shall be the horsemen's representative for the 2023 Thoroughbred Meeting at Remington Park. In accordance with the representation agreement with Remington Park, the TRAO shall be entitled to deduct an amount equal to two (2%) from the gross purse of each ownership entity (maximum of \$600 per race).

Said funds provide all participating TRAO members engaged in racing financial assistance with medical, eye care and dental bills, as well as children's recreational activities and holiday meals on the backside.

#### NOTICE

Any horseman may express his right to be excluded from all TRAO deductions and membership benefits by executing an exclusion form at the Horsemen's Bookkeeper's office.

## APPLICATION MUST BE SIGNED

