

**2019
STALL
APPLICATION**
RACING DATES:
July 1 -
December 31

HOLLYWOOD Casino®

AT CHARLES TOWN RACES

750 HOLLYWOOD DRIVE, CHARLES TOWN, WV 25414

PHONES:
(800) 795-7001
RACING OFFICE:
(800) 331-7070
(304) 725-7001
FAX:
(304) 724-4326

Track
Barn
Stall
Trainer



Eligibility Rules

- Entries will not be accepted or stalls allocated:
 - To horses, which have not finished first, second, third or fourth in seven consecutive starts since finishing off the board (first, second, third, or fourth) for the minimum claiming price. The minimum claiming price for the purposes of this Paragraph 1 shall be determined by Hollywood Casino at Charles Town Races in its sole and non-reviewable discretion.
 - Maidens which have not finished second, third, or fourth in seven consecutive starts since finishing off the board (second, third or fourth) for the minimum claiming price.
 - First time starters six (6) years of age or older are ineligible to start.
 - A horse is ineligible to start in a race when it is thirteen (13) years of age or older. WVRC 178-1-44.10
 - Any horse that has been a three time Bleeder, as that term is defined in the Rules of the West Virginia Racing Commission, within a 12 month period.
 - Horses that are currently racing and receive an injury or illness serious enough such that they cannot compete within a reasonable period of time, as determined by HCCTR in its sole and non-reviewable discretion, as confirmed by a Veterinarian.
 - Horses that are barred in West Virginia or any other Racing Jurisdiction or appear on any Veterinarian, Starter or Steward's List (for reasons including but not limited to Poor Performance.)
 - Two year olds are not permitted on grounds before February 1.
 - RACE & RETURN. HORSES RUNNING AT OTHER RACE TRACKS IN THE ABSENCE OF THE TRAINER OBTAINING PERMISSION PRIOR TO ENTERING AT ANOTHER RACE TRACK FROM THE RACING SECRETARY TO RUN AT ANOTHER TRACK MAY NOT BE GIVEN PERMISSION TO RE-ENTER STABLE AREA FOR A PERIOD OF THIRTY (30) DAYS.**
 - TURF. THERE IS NO TURF COURSE AT HOLLYWOOD CASINO AT CHARLES TOWN RACES. THEREFORE, TO RUN ON THE TURF IS NOT AN ACCEPTABLE REASON TO RUN AT ANOTHER TRACK. DO NOT INCLUDE HORSES BELOW WHICH NEED TO RUN ON TURF.**
- Eligibility of a horse does not imply automatic approval for a stall as it also includes consideration of potential, performance and participation in Hollywood Casino at Charles Town Races ("HCCTR") Racing Program.
- Applicant shall enter and, if accepted, race the horses listed hereon which have been assigned free stall space by HCCTR in all races for which they qualify. **Furthermore HCCTR requires, in exchange for free stall space, that trainers on average start one (1) horse per stall per month. Failure to do so could result in the revocation of trainers stalls.**
- Horses that are no longer eligible, as defined above, must be removed from the grounds. If applicant fails to remove horses no longer eligible, he will be subject to refusal of all entries and/ or eviction.
- Workers Compensation Requirement: This application will not be considered unless a Certificate of Insurance is attached evidencing that the Applicant has procured workers compensation insurance, in statutorily required limits, covering individual performing services on Applicant's behalf or a letter of exemption from worker's compensation from the West Virginia Insurance Commission. This provision applies without regard to how Applicant may classify such individuals.**

**DO NOT SHIP
WITHOUT STALL
CONFIRMATION**

**VALID COGGINS
TEST REQUIRED
ON ALL
HORSES!**

**No Smoking
Permitted in the
barn area or on the
track other than in an
individual's enclosed
vehicle (this includes
electronic cigarettes).**

**All ponies must
be clearly marked
as such on this
Stall Application**

NAME OF HORSE	SEX	AGE	MD	CLAIMING OR ALLOWANCE	LONG/ SHORT	LAST START OWNER	NAME OF CURRENT OWNER	OFFICE
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								

APPLICATION DEADLINE June 15, 2019

**Revocable Stall License Agreement
Terms and Conditions**

This Agreement ("Agreement") set s forth the terms and conditions governing the July 1 through December 31, 2019 Race Meeting at Hollywood Casino at Charles Town Races ("HCCTR"). The agreement is not accepted and does not become final until signed by HCCTR Racing Secretary.

Applicant agrees that in consideration for and as a condition of the granting of permission to stable and race at HCCTR to any or all of the horses listed on this application and any other horses for which stabling may be provided the Applicant agrees to notify all persons, agents or entities for whom he is acting (collectively, the "Affiliates") of the terms and conditions and further agrees to be responsible for any breach of the terms and conditions set forth herein by the Affiliates.

Applicant represents and warrants to HCCTR that the Applicant has been granted authority by the Owner(s) of all horses in his care to make this application, to enter this Agreement and to bind such Owner(s) and Applicant as the Trainer of the horses listed on this application, to the terms and conditions of this Agreement.

1. It is understood and agreed that HCCTR may assign stall space to any or all of all the horses listed on this Application by the Applicant and Applicant hereby authorizes HCCTR to cross out the names of any or all of the horses listed herein to which HCCTR does not wish to assign stall space and to assign stall space only to the horses whose names are not crossed out. Applicant agrees to be bound by the terms and conditions of this Agreement as set forth, even though the Agreement may be altered by HCCTR with respect to the named horses.
2. This agreement shall not be binding upon HCCTR until signed by the HCCTR Racing Secretary, and when signed shall obligate HCCTR to provide stall space only to those horses listed on this Agreement whose names have not been crossed out by the HCCTR Racing Secretary. Except as described herein, NO changes or amendments to this Agreement shall be valid, unless the amendment is in writing and signed by Applicant and the HCCTR Racing Secretary.
3. HCCTR reserves the right to reject any racing entry for any reason or no reason.
4. (a) It is understood and agreed that this is not a lease of any space, but is merely a revocable license granted by HCCTR only on the terms and conditions set forth. HCCTR reserves the unrestricted right to decline stall space, reduce the number of stalls allocated, revoke this license at will, for any reason or no reason, and to require any Applicant using stall space to vacate the stalls and move all horses, equipment and personnel off HCCTR premises within fourteen (14) days after receiving written notice to vacate from HCCTR. Such notice to vacate may be given at any time during the term of this License and for any reason or no reason entirely at the discretion of HCCTR.
(b) Should Applicant fail to vacate the stalls and move all horses, equipment and personnel off HCCTR' premises within fourteen (14) days after receiving written notice to vacate from HCCTR 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 HCCTR in enforcing its rights pursuant to this Agreement. In addition, Applicant shall be responsible for and pay HCCTR Liquidated Damages equal to \$15 per day for each Stall that Applicant refuses to vacate and give up peaceably from the day Applicant was to vacate the stall space as directed by HCCTR until the day Applicant vacates the stall space. Applicant hereby agrees that the Liquidated Damages set forth herein represents a fair estimate and adjustment between the parties regarding damages.
(c) This License shall automatically terminate in the event Applicant's Occupational Permit as a Trainer is suspended or revoked and Applicant shall be required to vacate the stalls within three (3) days of such suspension or revocation.
5. HCCTR may refuse admittance to or eject anyone whom it considers undesirable in accordance with applicable law.
6. HCCTR shall not be liable or responsible for, and Applicant agrees to indemnify and hold harmless HCCTR, its affiliated entities, their respective directors, officers and employees from, any and all claims or suits alleging any personal injury and/or property damage, caused or suffered by Applicant, any individuals performing services on behalf of Applicant or making deliveries to Applicant, or otherwise present on HCCTR' property as a result of this License Agreement, including by way of example and not limitation, grooms, exercise riders, jockeys, blacksmiths veterinarians, visitors and any minors who Applicant permits or tolerates being present on HCCTR' property. Applicant, on behalf of himself and all owners of horses in his care or custody, assumes the risk for all injury to horses or equipment in the custody, ownership or control of Applicant regardless of the cause. The cost of removal of any dead horse is as provided for in the Agreement between HCCTR and the Charles Town Horsemen's Benevolent and Protective Association dated as of June 19, 2015.
7. During the term of any license that may be granted, Applicant shall purchase and maintain workers compensation insurance in statutorily required limits, covering the individuals who are performing services on Applicant's behalf or a letter of exemption from worker's compensation from the West Virginia Insurance Commission. This provision applies to all Applicants who have individuals other than themselves, performing services, without regard to how the horsemen may classify such individuals.
8. No pony is permitted with less than ten (10) stalls and requires approval by the HCCTR Racing Secretary. If those conditions are met, one (1) pony will be permitted.
9. Stall allocations will be made and revised, if necessary, by the HCCTR Racing Secretary and shall solely determine all conflicting claims of stable privileges. Cooperation with the HCCTR Racing Secretary on stall changes is required. The HCCTR Racing Secretary will assign a barn and stall(s) , but applicant acknowledges and understands that stall assignments may be changed over the term of the allocation period and the applicant may be required to move from the stall(s) originally allocated and assigned. Applicant agrees to move when directed by the HCCTR Racing Secretary within the time period prescribed by the HCCTR Racing Secretary.
10. Horsemen will be allotted stalls with the understanding that their horses are ready to run. All horses must be in physical condition that would permit them to race within 60 days of the date of arrival on the grounds in the sole discretion of the Racing Secretary. HCCTR reserves the right to require horsemen to leave the property after a period of inactivity by not entering their horses in races that are available and for which they are eligible.
11. Horses that leave the stable area to race at another track without obtaining a race and return from the Racing Secretary prior to entering at another race track may not be allowed back on the grounds at the Racing Secretary's discretion.
12. No horse shall be allowed to start unless the horse has been tattooed.
13. All horses approved for stabling at HCCTR are subject to be checked for tattoo numbers. Any proposed changes of horses must be approved by the HCCTR Racing Secretary. Horses found that are not the ones approved for stabling must be removed immediately. Horses coming and going must be identified at the gate. Any violation of this rule may subject Applicant to refusal of all entries, loss of stalls, fines, and/ or eviction.
14. Horses that are no longer eligible, as defined on the front page of this application, must be immediately removed from the grounds.
15. All horses, including ponies, are required to have a negative Coggins test certificate dated within the past 12 months.
16. The Eligibility Rules set forth on the front page of this Revocable Stall License Agreement are incorporated in these terms and conditions by reference. HCCTR shall have the right, from time to time to adopt and revise Rules and Regulations for the stable area and such Rules and Regulations are incorporated into and made a part of these terms and conditions by reference. Copies of current Rules and Regulations governing the stable area are available at the office of the Racing Secretary upon request.

The effective or authorized period for the license granted by this Agreement is from July 1 through December 31, 2019 unless terminated by HCCTR prior thereto. This Agreement may not be assigned by Applicant and does not automatically renew. None of the terms of this Agreement or any right to remedy thereunder shall be deemed waived by HCCTR, unless such waiver is in writing and in no event by reason of any failure to assert or delay in asserting any such term, right or remedy. If any part of this Agreement is declared unenforceable or invalid the remainder of this Agreement shall survive unless such survival vitiates the intent of the parties. This Agreement represents the entire Agreement between the parties and supersedes all prior agreements and understandings, written or otherwise between HCCTR and applicant.

I HAVE READ THE TERMS AND CONDITIONS AND ELIGIBILITY RULES SET FORTH IN THIS APPLICATION AND I AGREE TO OBSERVE THEM AND ALL OTHER TRACK RULES INCLUDING THOSE CONTAINED IN THE HCCTR HORSE RACING GUIDE IF GRANTED STALL SPACE AT HCCTR.

Trainer's Name (Print) _____

Date _____

Trainer's Signature _____

Date of Birth _____

Social Security No. _____

Phone Number _____

Trainer's Address _____

Approved _____

I request space for:

Pony

Racing Secretary _____