

**2010**  
**STALL**  
**APPLICATION**  
**RACING DATES:**  
 January 1 -  
 June 30

# CHARLES TOWN RACES & SLOTS™

P.O. BOX 551, CHARLES TOWN, WV 25414-0551

**PHONES:**  
 (800) 795-7001  
**Racing Office-**  
 (800) 331-7070  
 (304) 725-7001  
**FAX:**  
 (304) 724-4326

Track
Barn
Stall
Trainer



**Eligibility Rules**

1. Entries will not be accepted or stalls allocated:
  - a) To horses, which have started for the Minimum Claiming Price or less and have not finished first, second, third or fourth for the Minimum Claiming Price in their seven starts since starting for the Minimum Claiming Price. The "Minimum Claiming Price" for the purposes of this Paragraph 1a shall be determined by CTRS in its sole and non-reviewable discretion.
  - b) Any maiden 6 years old or older.
  - c) Maidens which have started for a Maiden claiming price of \$5,000 or less and have not finished second, third or fourth for a claiming price of at least Maiden \$4,500 in their last seven starts since starting for Maiden \$5,000.
  - d) 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.
  - e) 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 CTRS in its sole and non-reviewable discretion, as confirmed by a Veterinarian.
  - f) 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.)
  - g) No two year old is permitted on the grounds before February 15<sup>th</sup>.
2. Eligibility of a horse does not imply automatic approval for a stall as it also includes consideration of potential, performance and participation in Charles Town Races and Slots("CTRS") Racing Program.
3. Applicant shall enter and, if accepted, race the horses listed hereon which have been assigned free stall space by CTRS in all races for which they qualify.
4. 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.

**DO NOT SHIP WITHOUT STALL CONFIRMATION**

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

**No Smoking Permitted in or Around Stalls, Feed Rooms or Shedrows**

NAME OF HORSE	SEX	AGE	MD	CLAIMING	LONG	LAST START OWNER	NAME OF USE	OFFICE
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								

*ABSOLUTELY NO SUBSTITUTIONS OR ADDITION OF HORSES WITHOUT PERMISSION  
 MUST BE SHOWN ON BACK*

**APPLICATION DEADLINE December 15, 2009**

**Revocable Stall License Agreement  
Terms and Conditions**

This Agreement ("Agreement") sets forth the terms and conditions governing the January 1 through June 30, 2010 Race Meeting at Charles Town Races and Slots ("CTRS"). The agreement is not accepted and does not become final until signed by CTRS Racing Secretary.

Applicant agrees that in consideration for and as a condition of the granting of permission to stable and race at CTRS 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 CTRS 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 CTRS may assign stall space to any or all of all the horses listed on this Application by the Applicant and Applicant hereby authorizes CTRS to cross out the names of any or all of the horses listed herein to which CTRS 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 CTRS with respect to the named horses.
2. This agreement shall not be binding upon CTRS until signed by the CTRS Racing Secretary, and when signed shall obligate CTRS to provide stall space only to those horses listed on this Agreement whose names have not been crossed out by the CTRS 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 CTRS Racing Secretary.
3. CTRS 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 CTRS only on the terms and conditions set forth. CTRS 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 CTRS premises within fourteen (14) days after receiving written notice to vacate from CTRS. 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 CTRS.  
(b) Should Applicant fail to vacate the stalls and move all horses, equipment and personnel off CTRS' premises within fourteen (14) days after receiving written notice to vacate from CTRS 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 CTRS in enforcing its rights pursuant to this Agreement. In addition, Applicant shall be responsible for and pay CTRS 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 CTRS 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. CTRS may refuse admittance to or eject anyone whom it considers undesirable in accordance with applicable law.
6. CTRS shall not be liable or responsible for, and Applicant agrees to indemnify and hold harmless CTRS, 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 CTRS' 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 CTRS' 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 CTRS and the Charles Town Horsemen's Benevolent and Protective Association dated as of February 20, 2009.
7. No pony is permitted with less than eight (8) horses and requires approval by the CTRS Racing Secretary.
8. Stall allocations will be made and revised, if necessary, by the CTRS Racing Secretary and he shall solely determine all conflicting claims of stable privileges. Cooperation with the CTRS Racing Secretary on stall changes is required.
9. 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. CTRS 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.
10. Horses that leave the stable area to race at another track for a claiming price of less than our Minimum Claiming Price are not eligible to return.
11. No horse shall be allowed to start unless a jockey club registration certificate is on file in the office of the horse identifier and unless the horse has been tattooed.
12. All horses approved for stabling at CTRS are subject to be checked for tattoo numbers. Any proposed changes of horses must be approved by the CTRS 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.
13. Horses that are no longer eligible, as defined on the front page of this application, must be immediately removed from the grounds.
14. All horses, including ponies, are required to have a negative Coggins test certificate dated within the past 12 months.
15. The Eligibility Rules set forth on the front page of this Revocable Stall License Agreement are incorporated in these terms and conditions by reference. CTRS 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 January 1 through June 30, 2010 unless terminated by CTRS 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 CTRS, 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 CTRS 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 IF GRANTED STALL SPACE AT CTRS.

Trainer's Signature \_\_\_\_\_

Date \_\_\_\_\_

Social Security No. \_\_\_\_\_

Date of Birth \_\_\_\_\_

Trainer's Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Approved \_\_\_\_\_

WV License No. \_\_\_\_\_

I request space for:

Pony  Walking Machine

Racing Secretary \_\_\_\_\_