

**CALIFORNIA HORSE RACING BOARD**

1010 Hurley Way, Suite 300

Sacramento, CA 95825

[www.chrb.ca.gov](http://www.chrb.ca.gov)

(916) 263-6000 Fax (916) 263-6042



## **NOTICE OF MEETING**

Notice is hereby given that a meeting of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, October 20, 2022**, commencing at **9:30 a.m.** at the **California Exposition and State Fair Grandstand, 1600 Exposition Boulevard, Sacramento, California**. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website ([www.chrb.ca.gov](http://www.chrb.ca.gov)) under "Webcasts."

The agenda for the regular meeting will consist of the following matters:

### **AGENDA**

#### **Action Items:**

1. **Approval of the minutes of September 15, 2022.**
2. Discussion and action regarding the **adjudication of a Race Meet Agreement (RMA) pursuant to CHRB Rule 2044 for applications submitted for Board consideration during the October Board meeting that do not have a current RMA.**
3. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Del Mar Thoroughbred Club (T) at Del Mar**, commencing November 9, 2022 through December 6, 2022, inclusive.
4. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association, at Golden Gate Fields**, commencing October 19, 2022 through December 20, 2022, inclusive.
5. Discussion and action by the Board on **the Application for License to Conduct a Horse Racing Meeting of Watch and Wager LLC (H), at Cal Expo**, commencing October 26, 2022 through May 7, 2023 inclusive.
6. Discussion and action by the Board regarding the **Allocation of Northern California Thoroughbred Racing Dates for racing year 2023.**
7. Discussion and action regarding **requesting an exemption from the Horseracing Integrity and Safety Authority regarding the use of Furosemide for thoroughbreds other than 2-year-olds and those competing in stakes races.**

8. Discussion and action regarding **authorizing staff to pursue a 2023 legislative proposal to amend health and welfare funding mechanisms for jockeys and backstretch workers** to provide financial stability to those programs that are partially dependent on brick-and-mortar distributions.
9. Discussion and action by the Board regarding the proposed addition of **CHRB Rule 1867.2, Administration of Multiple Intra-Articular Injections**, to establish a rule for horses receiving multiple intra-articular injections.
10. Reports
  - A. **Executive Director's Report.**
  - B. **Equine Medical Director's Report.**
11. **Public Comment:** Communications, reports, requests for future actions of the Board. **Note:** During the public comment period, a total of thirty minutes will be allowed for public comments. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.
12. **Closed Session:** For the purpose of receiving advice from counsel, considering pending litigation, reaching decisions on administrative licensing and disciplinary hearings, and personnel matters, as authorized by section 11126 of the Government Code.
  - A. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending litigation described in the attachment to this agenda captioned "Pending Litigation," and as authorized by Government Code section 11126(e).
  - B. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e).
  - C. The Board may convene a Closed Session for the purposes of considering personnel matters as authorized by Government Code section 11126(a).
13. **Adjournment.**

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000; fax (916) 263-6042. This notice is located on the CHRB website at [www.chrb.ca.gov](http://www.chrb.ca.gov). \*Information for requesting disability related accommodation for persons with a disability who require aid or services in order to participate in this public meeting, should contact Zachary Voss at [information@chrb.ca.gov](mailto:information@chrb.ca.gov). Requests will be swiftly resolved by CHRB staff.

**CALIFORNIA HORSE RACING BOARD**

Gregory L. Ferraro, DVM, Chairman  
Oscar Gonzales, Vice Chair

Notice of CHRB Meeting  
October 7, 2022

-3-

Dennis Alfieri, Member  
Damascus Castellanos, Member  
Brenda Davis, Member  
Thomas C. Hudnut, Member  
Wendy Mitchell, Member  
Scott Chaney, Executive Director  
Cynthia Alameda, Deputy Executive Director

Date of Notice: October 7, 2022

**CALIFORNIA HORSE RACING BOARD**  
1010 HURLEY WAY, SUITE 300  
SACRAMENTO, CA 95825  
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**PENDING ADMINISTRATIVE ADJUDICATIONS**  
**OCTOBER 2022**

The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e). This shall include any matters mentioned below and/or permitted by law.

**CASE**

- A. Proposed Decision of Jockey Appeal**  
**Jockey Barrington Harvey**  
Case Number: SAC 22-0030

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**PENDING LITIGATION**  
**OCTOBER 2022**

**COURT LITIGATION**

- A. Ruis Racing, LLC v. California Horse Racing Board**  
Superior Court of California, County of Los Angeles
- B. Hollendorfer v. California Horse Racing Board**  
Superior Court of California, County of San Diego
- C. Baltas v. California Horse Racing Board**  
Superior Court of California, County of Los Angeles
- D. Baltas v. California Horse Racing Board (Et. al)**  
Superior Court of California, County of Los Angeles
- E. Saldana v. California Horse Racing Board**  
Superior Court of California, County of San Diego

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**REGULAR BOARD MEETING MINUTES**

**Date and Time:** September 15, 2022 at 9:30 a.m.

**Location:** California Exposition and State Fair Grandstand, Clubhouse  
1600 Exposition Boulevard  
Sacramento, CA

**Board Members Present:** Gregory Ferraro, Chairman  
Oscar Gonzales, Vice-Chairman  
Dennis Alfieri, Member  
Wendy Mitchell, Member  
Damascus Castellanos, Member  
Brenda Washington Davis, Member  
Thomas Hudnut, Member

**Staff Members Present:** Scott Chaney, Executive Director  
Cynthia Alameda, Assistant Executive Director  
Robert Brodnik, General Counsel  
Amanda Brown, Staff Counsel

**1. APPROVAL OF THE MINUTES OF JULY 14, 2022.**

**Motion:** To approve the minutes of July 14, 2022.

**Motioned/Seconded:** Hudnut/Davis.

**Roll call vote: Aye:** Gonzales, Davis, Hudnut, Ferraro. **Nay:** None. **Abstain:** Alfieri, Mitchell, Castellanos. **Motion carried.**

Pages 12-13 in the Board transcript.

**2. APPROVAL OF THE MINUTES OF AUGUST 17, 2022.**

**Motion:** To approve the minutes of August 17, 2022.

**Motioned/Seconded:** Mitchell/Castellanos.

**Roll call vote: Aye:** Gonzales, Alfieri, Mitchell, Castellanos, Ferraro. **Nay:** None. **Abstain:** Davis. **Motion carried.**

Pages 3-4 in the Board transcript.

**3. PRESENTATION FROM THE RACE DATES COMMITTEE.**

Pages 4-12 in the Board transcript.

**4. DISCUSSION AND ACTION REGARDING THE HANDLING OF RACING MEET LICENSE APPLICATIONS SUBMITTED WITHOUT RACE MEET AGREEMENTS (RMA) BETWEEN**

**Proceedings of the Regular Meeting of September 15, 2022**

**THE CALIFORNIA THOROUGHBRED TRAINERS (CTT) AND RACING ASSOCIATIONS PURSUANT TO CHRB RULE 2044, AGREEMENTS TO BE FILED.**

**Motion:** To refuse to allocate any racing dates without an RMA agreement between CTT and the given tracks, and to schedule a hearing, pursuant to Board Rule 2044, Agreements to be Filed, at the October 20, 2022, regular Board meeting to impose an RMA should one be missing.

**Motioned/Seconded:** Ferraro/Mitchell.

**Roll call vote: Aye:** Davis, Mitchell, Gonzales, Castellanos, Hudnut. **Nay:** Alfieri. **Motion carried.**

Pages 13-48 in the Board transcript.

**5. DISCUSSION AND ACTION BY THE BOARD REGARDING THE ALLOCATION OF RACING DATES FOR RACING YEAR 2023.**

**Motion:** To adopt the 2023 Southern California racing dates calendar as proposed, contingent on the Board's intent to award Los Alamitos the revenue stream from a dark week in 2024.

**Motioned/Seconded:** Gonzales/Hudnut.

**Roll call vote: Aye:** Davis, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** Mitchell. **Motion carried.**

Pages 48-71 in the Board transcript.

**Motion:** To adopt the 2023 standardbred racing dates calendar as proposed.

**Motioned/Seconded:** Gonzales/Ferraro

**Roll call vote: Aye:** Hudnut, Castellanos, Alfieri, Davis, Mitchell, Gonzales, Ferraro. **Nay:** None. **Motion carried.**

Pages 71-74 in the Board transcript.

**Motion:** To table the discussion of 2023 Northern California thoroughbred racing dates calendar until the October 20, 2022, regular Board meeting.

**Motioned/Seconded:** Ferraro/Alfieri.

**Roll call vote: Aye:** Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 74-102 in the Board transcript.

**6. DISCUSSION AND ACTION BY THE BOARD REGARDING LOS ALAMITOS EQUINE SALE COMPANY'S REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT LOS ALAMITOS RACE COURSE IN CYPRESS, CALIFORNIA, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALE.**

**Motion:** To approve the Los Alamitos Equine Sale Company's request for authorization of its upcoming horse sale at Los Alamitos Race Course in Cypress, California, pursuant to CHRB Rule 1807, Authorized Horse Sale.

**Motioned/Seconded:** Hudnut/Alfieri.

**Roll call vote: Aye:** Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

## Proceedings of the Regular Meeting of September 15, 2022

Pages 103-104 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE BIG FRESNO FAIR, AT FRESNO, COMMENCING OCTOBER 5, 2022 THROUGH OCTOBER 18, 2022, INCLUSIVE.**

**Motion:** To approve the application for license to conduct a horse racing meeting of the Big Fresno Fair, at Fresno, commencing October 5, 2022, through October 18, 2022, inclusive.

**Motioned/Seconded:** Gonzales/Hudnut.

**Roll call vote: Aye:** Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 104-107 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL FOR THE DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE BIG FRESNO FAIR AT FRESNO FOR THE PERIOD OCTOBER 5, 2022, THROUGH OCTOBER 8, 2022, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).**

**Motion:** To approve the distribution from ADW Market Access fees for wagers placed by California residents on all live and imported races hosted by the Big Fresno Fair at Fresno for the period October 5, 2022, through October 8, 2022, to be utilized to fund a California co-op marketing program as permitted under Business & Professions Code Section 19604(f)(5)(E).

**Motioned/Seconded:** Castellanos/Hudnut.

**Roll call vote: Aye:** Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 107-108 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION, AT GOLDEN GATE FIELDS, COMMENCING OCTOBER 19, 2022 THROUGH DECEMBER 20, 2022, INCLUSIVE.**

This item was moved to the October 20, 2022, regular Board meeting.

Page 108 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB (T) AT DEL MAR, COMMENCING NOVEMBER 9, 2022 THROUGH DECEMBER 6, 2022, INCLUSIVE.**

This item was moved to the October 20, 2022, regular Board meeting.

Page 108 in the Board transcript.

## Proceedings of the Regular Meeting of September 15, 2022

11. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF WATCHANDWAGER.COM, LLC., COMBINED 2021-2022 RACE MEETINGS** IN THE AMOUNT OF \$4,000 TO FIVE BENEFICIARIES.

**Motion:** To approve the distribution of race day charity proceeds of WatchandWager.com, LLC., combined 2021-2022 race meetings in the amount of \$4,000 to five beneficiaries.

**Motioned/Seconded:** Hudnut/Castellanos.

**Roll call vote: Aye:** Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 108-110 in the Board transcript.

12. DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED **AMENDMENT OF CHRB RULE 1500, APPRENTICE JOCKEY, AND RULE 1619, APPRENTICE ALLOWANCE**, TO ALIGN WITH CURRENT HEALTH AND SAFETY STANDARDS FOR JOCKEYS.

**Motion:** To approve the proposed amendment of CHRB Rule 1500, Apprentice Jockey, and Rule 1619, Apprentice Allowance, to align with current health and safety standards for jockeys.

**Motioned/Seconded:** Hudnut/Alfieri.

**Roll call vote: Aye:** Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 110-112 in the Board transcript.

13. DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED **AMENDMENT TO CHRB RULE 1846.5, POSTMORTEM EXAMINATION, AND RULE 1846.6, POSTMORTEM EXAMINATION REVIEW**, TO REQUIRE A NECROPSY AND NECROPSY REVIEW OF HORSES THAT DIE OR ARE EUTHANIZED WITHIN 72 HOURS OF LEAVING A CHRB REGULATED FACILITY.

**Motion:** To approve the proposed amendment of CHRB Rule 1846.5, Postmortem Examination, and Rule 1846.6, Postmortem Examination Review, to require a necropsy and necropsy review of horses that die or are euthanized within 72 hours of leaving a CHRB regulated facility.

**Motioned/Seconded:** Davis/Hudnut.

**Roll call vote: Aye:** Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 112-116 in the Board transcript.

14. **EXECUTIVE DIRECTOR'S REPORT.**

Pages 116-119 in the Board transcript.

15. **PUBLIC COMMENT.**

Page 119-120 in the Board transcript.

**Proceedings of the Regular Meeting of September 15, 2022**

**MEETING ADJOURNED AT 12:43 P.M.**

**Proceedings of the Regular Meeting of September 15, 2022**

A full and complete transcript of the aforesaid proceedings are on file at the office of the California Horse Racing Board, 1010 Hurley Way, Suite 300, Sacramento, California, and therefore made a part hereof.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Executive Director

CALIFORNIA HORSE RACING BOARD  
TITLE 4. CALIFORNIA CODE OF REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 22. HORSEMEN'S ORGANIZATIONS AND AGREEMENTS  
RULE 2044, AGREEMENTS TO BE FILED

2044. Agreements to be Filed.

Each racing association shall file a copy of its agreement with the horsemen's organization, or in the case of fairs the horsemen's organizations, representing the horse owners and trainers at its meeting at the same time the association files its application for license. In the event the association is unable to obtain and file such agreement with its application, the Board may upon notice to the prospective parties to the agreement conduct a hearing with regard to the conditions for the meeting and take such action as it may deem appropriate to insure continuity of the racing program. The horsemen's organization shall provide a copy of the agreement for the conduct of the meeting to any person requesting the same and shall cause to be posted on the bulletin board of the association a notice of the location where a copy of the agreement may be obtained.

NOTE:

Authority cited: Sections 19440, 19562, Business and Professions Code.

Reference: Sections 19401(a), (e), Business and Professions Code.

**STAFF ANALYSIS**  
**DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB AT THE DEL MAR RACETRACK, COMMENCING NOVEMBER 9 THROUGH DECEMBER 6, 2022**

Regular Board Meeting  
 October 20, 2022

**Application:** Del Mar Thoroughbred Club

**Breeds:** Thoroughbred

**Board Allocated Dates:** Grey/shaded    **Racing Dates:** Blue/shaded, bold

November 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	<b>11</b>	<b>12</b>
<b>13</b>	14	15	16	17	<b>18</b>	<b>19</b>
<b>20</b>	21	22	23	<b>24</b>	<b>25</b>	<b>26</b>
<b>27</b>	28	29	30			

December 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	<b>2</b>	<b>3</b>
<b>4</b>	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Santa Anita has a valid fire clearance through 12/10/22; Los Alamitos has a valid fire clearance through 03/08/23; San Luis Rey Downs has a valid fire clearance through 1/1/23.	<a href="#">Rule 1420(q)</a>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	2022 Southern California Stabling and Vanning Agreement received 04/18/22.	<a href="#">BPC 19607.1</a>
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 04/13/23; request for exemption from 45-day provision of Rule 1927 received 08/17/22.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 08/31/22.	<a href="#">Rule 2102</a>

Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Completed 09/08/22; Report received 09/08/22.	<a href="#">Rule 1471(g)</a>
Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received letter of adoption on 04/14/22.	<a href="#">Rule 1432</a>
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Acord Insurance. Valid 03/31/22 - 03/31/23	<a href="#">Rule 1501</a>
Horsemen's Race Meet Agreements	<input type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input checked="" type="checkbox"/> Outstanding	<b>Thoroughbred Owners of California</b> – received 08/31/22.  <b>California Thoroughbred Trainers Association</b> – outstanding.	<a href="#">Rule 2044</a>
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 24-27, 34-39	<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 55-84	<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 33 & 34	<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 39-42	<a href="#">BPC 19604</a> <a href="#">19604(b)(1)(C)</a>
Administrative Review	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	<a href="#">Rule 1439</a> <a href="#">Rule 1470</a> <a href="#">Rule 2046</a> <a href="#">Rule 1481</a> <a href="#">BPC 19490</a> <a href="#">Rule 1433</a> <a href="#">Rule 1437</a> <a href="#">Rule 1581</a>

**RECOMMENDATION:** Staff recommends approval after (1) outstanding item is addressed: horsemen's race meet agreement. The application as submitted satisfactorily meets all other requirements for licensure.



**Tom Robbins**  
*Executive Vice President*  
*Racing Office*

April 1, 2022

Mr. Scott Chaney, Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: CHRB Inclement Weather Policy

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2022 summer race meet application, the Del Mar Thoroughbred Club agrees to adopt the Inclement Weather Policy which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance in regards to Del Mar's summer race meet application.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Tom Robbins", is written over a light blue horizontal line.

Tom Robbins,  
Executive VP Racing

cc: Amanda Drummond-CHRB  
Rick Pimentel-CHRB  
Josh Rubinstein, Del Mar



**Tom Robbins**  
*Executive Vice President*  
*Racing Office*

August 23, 2022

Mr. Scott Chaney, Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: CHRB Concussion Protocols

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2022 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Concussion Protocols which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance in regards to Del Mar's summer race meet application.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Tom Robbins", is written over a light blue horizontal line.

Tom Robbins,  
Executive VP Racing

cc: Amanda Drummond, CHRB  
Nicole Lopes-Gravely, CHRB  
Josh Rubinstein, DMTC

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

## 1. APPLICANT ASSOCIATION

- A. Name, mailing address, telephone, fax numbers, and the email address for association's contact person: Del Mar Thoroughbred Club, PO Box 700, Del Mar, CA 92014 - Phone 858-755-1141 - Josh Rubinstein, President - josh@dmtc.com
- B. Breed of horse: Thoroughbred  Quarter Horse  Harness
- C. Racetrack name: Del Mar Thoroughbred Club (DMTC)
- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. On File
- E. Was the association licensed to operate a race meeting prior to January 1, 2001?  
Yes  No   
If no, attach a surety bond in the amount of one hundred thousand dollars.

**NOTICE TO APPLICANT:** No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, that is sufficient to ensure payment of employee wages and benefits, including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, that has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing, pursuant to Business and Professions Code section 19464(b).

**NOTICE TO APPLICANT:** Application must be filed not later than ninety (90) days before the scheduled start date for the proposed meeting, pursuant to CHRB Rule 1433.

## 2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: November 9, 2022 through December 6, 2022
- B. Actual dates racing will be held: November 11, 2022 through December 4, 2022
- C. Total number of days or nights of racing: 13
- D. Days or nights of the week races will be held:  
Wednesday – Sunday  Tuesday – Saturday  Other (specify)
- E. Number of days or nights of racing per week: (3) days Fri-Sun with the exception of Thanksgiving Week (4) days Thurs-Sun

### CHRB CERTIFICATION

Application received: 8/11/22  
Deposit received: On file  
Reviewed: NLG

Hearing date: 9/15/22  
Approved date:  
License number:

### 3. RACING PROGRAM

- A. Total number of races: 113
- B. Number of races for each day or night: (8) on Weekdays, exception (9) on Friday 11/25 - (9) on Weekends
- C. Total number of stakes races: (13) Regular Stakes - (2) Overnight Stakes
- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.
1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.
  2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). Our fall stakes schedule varies depending on whether Santa Anita or Del Mar are the hosts of Breeders' Cup. This year Santa Anita is the host. Our schedule reflects the specific stakes that we would run under that condition and timeframe. We are planning to add a new stakes, \$100,000 Guaranteed, three-year-olds and upward, at five furlongs (turf), STORMY LIBERAL, to be run Saturday, December 3. We are proposing to increase the values of two Grade III stakes, RED CARPET and NATIVE DIVER, as noted on our submitted 2022 Del Mar Fall Stakes (Tentative) schedule - ATTACHED EXHIBIT 1
  3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. See above 3.D.2 ANSWER regarding Breeders' Cup hosting and the stakes, as reflected in our 2022 Submitted 2022 Del Mar Fall Stakes (Tentative) ATTACHED EXHIBIT 1
- E. Will provisions be made for owners and trainers to use their own registered colors?  
 Yes  No   
 If no, which racing colors are to be used?
- F. List all post times for the daily racing program. 12:30 pm, exception 11:00 am on Thanksgiving 11/24 ATTACHED EXHIBIT 2

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For Thoroughbred and Quarter Horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races, pursuant to Business and Professions Code section 19568(b).

### 4. RACING ASSOCIATION

- A. Association is a:  Corporation (complete subsection C)  
 LLC (complete subsection D)

2022 DEL MAR FALL STAKES Tentative					
CLOSE DATE	RUN DATE	RACE	AGE	DISTANCE	2022 VALUE
27-Oct	12-Nov	Let it Ride Stakes N/W S/S of \$60,000 at 1M o/o since April 1	3 YO	1 mile Turf	\$75,000
27-Oct	12-Nov	Kathryn Crosby Stakes N/W S/S of \$60,000 at 1M o/o since April 1	3 YO	1 mile Turf	\$75,000
27-Oct	13-Nov	Betty Grable Stakes	F/M 3 & up (CA)	7 furlongs	\$100,000
3-Nov	19-Nov	Desi Arnaz Stakes	F, 2 YO	7 furlongs	\$100,000
3-Nov	19-Nov	Cary Grant Stakes	3 & up (CA)	7 furlongs	\$100,000
3-Nov	20-Nov	Bob Hope Stakes- Grade III	2 YO	7 furlongs	\$100,000
3-Nov	24-Nov	Red Carpet Stakes- Grade III	F/M 3 & up	1 3/8 miles Turf	\$150,000
17-Nov	25-Nov	Hollywood Turf Cup - Grade II	3 & up	1 1/2 miles Turf	\$250,000
17-Nov	26-Nov	Seabiscuit Handicap - Grade II	3 & up	1 1/6 miles Turf	\$250,000
17-Nov	27-Nov	Native Diver Stakes- Grade III	3 & up	1 1/8 miles	\$150,000
24-Nov	3-Dec	Jimmy Durante Stakes - Grade III	F, 2 YO	1 mile Turf	\$100,000
24-Nov	3-Dec	Hollywood Derby - Grade I	3 YO	1 1/8 miles Turf	\$400,000
24-Nov	3-Dec	Stormy Liberal Stakes	3 & up	5 furlongs Turf	\$100,000
24-Nov	4-Dec	Cecil B. DeMille Stakes - Grade III	2 YO	1 mile Turf	\$100,000
24-Nov	4-Dec	Matriarch Stakes - Grade I	F/M 3 & up	1 mile Turf	\$400,000

EXHIBIT 1A - STAKES RACES PAST TWO RACE MEETS

DMTC 13-DAY FALL MEET RACES

RUN DATE	RACE	AGE	2022 PURSE	2021 PURSE	2020 PURSE	2019 PURSE	DISTANCE
	Seashell Stakes	F/M 3 & up		\$100,000			1 mile
12-Nov	Let it Ride Stakes (o/s)	3 YO	\$75,000	\$100,000	\$75,000	\$75,000	1 mile Turf
12-Nov	Kathryn Crosby Stakes	3 YO	\$75,000				
13-Nov	Betty Grable Stakes	F/M 3 & up (CA-Bred)	\$100,000	\$100,000	\$100,000	\$100,000	7 furlongs
19-Nov	Desi Arnaz Stakes	F, 2 YO	\$100,000	\$100,000	\$100,000	\$100,000	7 furlongs
19-Nov	Cary Grant Stakes	3 & up (CA-Bred)	\$100,000	\$100,000	\$100,000	\$100,000	7 furlongs
20-Nov	Bob Hope Stakes-Grade III	2 YO	\$100,000	\$100,000	\$100,000	\$100,000	7 furlongs
24-Nov	Red Carpet Stakes-Grade III	F/M 3 & up	\$150,000	\$100,000	\$100,000	\$100,000	1 3/8 miles Turf
25-Nov	Hollywood Turf Cup-Grade II	3 & up	\$250,000	\$250,000	\$200,000	\$200,000	1 1/2 miles Turf
26-Nov	Seabiscuit Handicap-Grade II	3 & up	\$250,000	\$250,000	\$200,000	\$200,000	1 1/16 miles Turf
27-Nov	Native Diver Stakes-Grade III	3 & up	\$150,000	\$100,000	\$100,000	\$100,000	1 1/8 miles
3-Dec	Jimmy Durante Stakes-Grade III	F, 2 YO	\$100,000	\$100,000	\$100,000	\$100,000	1 mile Turf
3-Dec	Hollywood Derby-Grade I	3 YO	\$400,000	\$400,000	\$250,000	\$300,000	1 1/8 miles Turf
3-Dec	Stormy Liberal Stakes	3 & up	\$100,000				
4-Dec	Cecil B. DeMille Stakes-Grade III	2 YO	\$100,000	\$100,000	\$100,000	\$100,000	1 mile Turf
4-Dec	Matriarch Stakes	F/M 3 & up	\$400,000	\$400,000	\$300,000	\$300,000	1 mile Turf

EXHIBIT 2

**POST TIMES FOR PROPOSED DAILY RACING PROGRAM**

**2022 – FALL MEET**

**NOVEMBER 11<sup>th</sup> TO DECEMBER 4<sup>TH</sup>**

<b>RACE</b>	<b>ALL DAYS (EXCEPT 11/24/22)</b>	<b>THURS. 11/24/22</b>
1 <sup>st</sup>	12:30 p.m.	11:00 a.m.
2 <sup>nd</sup>	1:00 p.m.	11:30 a.m.
3 <sup>rd</sup>	1:30 p.m.	12:00 p.m.
4 <sup>th</sup>	2:00 p.m.	12:30 p.m.
5 <sup>th</sup>	2:30 p.m.	1:00 p.m.
6 <sup>th</sup>	3:00 p.m.	1:30 p.m.
7 <sup>th</sup>	3:30 p.m.	2:00 p.m.
8 <sup>th</sup>	4:00 p.m.	2:30 p.m.
9 <sup>th</sup>	4:30 p.m.	

Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

1. Registered name of the corporation: Del Mar Thoroughbred Club
2. State where incorporated: California
3. Registry or file number for the corporation: 559096
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: David H. Batchelder, Chairman of the Board (1), Joseph W. Harper, Director & CEO (1), Rollin W. Baugh, Director (1), James R. Buell, Director (1), Bo Derek, Director (1), Kosta Hronis, Director (1), Warner Lusardi, Director (1), Marie G. Moretti, Director (1), Jim Rome, Director (1), Martin J. Wygod, Director (1), Josh Rubinstein, President & Chief Operating Officer (0), Michael R. Ernst, Executive VP, Finance CFO (0), Thomas S. Robbins, Executive VP Racing (0), Lynn Wright, Senior VP and Controller (0), Ann Hall, Senior VP, Operations & Administration (0), Sue Walls, VP Facilities (0), David Jerkens, VP Racing Secretary (0), Kim Jacobson, VP Risk Management (0), Walker McBride, VP Business Development & Production (0)
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: None
6. Number of outstanding shares in the corporation: 10
7. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: Michael R. Ernst
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.  
None
  - a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes  No   
If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation: NA
11. State where incorporated: NA
12. Registry or file number for the corporation: NA
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: NA
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: NA
15. Number of outstanding shares in the corporation: NA
16. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how is the stock listed? NA
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: NA

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
  - a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes  No   
If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes  No
12. If yes, on what exchange and how the stock is listed:

#### E. OTHER

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.

#### F. FINANCIAL INFORMATION \*

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:
  - Statement of Financial Position (also referred to as a balance sheet). Statement should report on applicant's assets, liabilities, contingent liabilities, and ownership equity as of the date of the prepared statement.
  - Statement of Comprehensive Income (also referred to as Profit and Loss ("P&L") Statement). Statement should include report on applicant's income, expenses, and profits.
  - Profit and Loss statement for prior two (2) years' race meetings and Profit and Loss statement for projected year race meeting.
  - Statement of Changes in Equity—to include the changes of the applicant's equity through the reporting period.
  - Statement of Cash Flows—to include a report of the applicant's cash flow activity, particularly its operating, investing, and financing activities during the reporting period.
  - Copy of a report made during the preceding twelve (12) months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

**\*NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

**G. MANAGEMENT AND STAFF**

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: Josh Rubinstein, President & COO - Michael R. Ernst, Executive VP, Finance and Administration/CFO - Thomas S. Robbins, Executive VP Racing & Industry Relations - Ann Hall, Sr. VP, Operations & Administration - Lynn Wright, Sr. VP and Controller - Sue Walls, VP Facilities - David Jerkens, VP Racing, Racing Secretary - Kim Jacobson, VP Risk Management - Walker McBride, VP Business Development & Production - Mac McBride, Director of Media - Erin Bailey, Director of Marketing - Cathy Arneel, Director of Group Sales - Paul Porter, Director of Simulcasting - William D. Navarro, Director of Mutuels - Nancy Bonforte, Director of Turf Club, Trevor Denman, Public Address Announcer - Dennis Moore, Director of Track Maintenance - John Beggin, Turf Course/Grounds Superintendent - Chris Bahr, Director of Events and Promotions - Ken West, Director of Plant and Purchasing, Bill Donahue, Director of Security
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Josh Rubinstein, President - PO Box 700, Del Mar, CA 92014 - josh@dmtc.com

**5. TAKE OUT PERCENTAGE**

- A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?

Yes  No

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Wager(s) to be adjusted: .50 CENT pnp / Players Pick Five Wager - 14%

Proposed percentage: \$2 Rolling Daily Duble - 20 %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen’s organization for the meeting of the Thoroughbred association accepting the wager.

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

**6. HANDLE HISTORY**

- A. Complete the table below, providing the last five (5) years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership, include the handle information for the previous racing association.

Year	Handle	Attendance
SEE ATTACHED		



August 8, 2022

Mr. Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Del Mar Thoroughbred Club 2022 Fall Race Meet – Rolling Doubles Wager

Dear Scott,

Del Mar Thoroughbred Club (DMTC) has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its 2022 Fall meet, November 9 – December 6, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Del Mar’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jordyn B. Egan". The signature is written in a cursive, flowing style.

Jordyn B. Egan  
Executive Director

cc: Josh Rubinstein  
Lucy Myers

---

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON  
EXECUTIVE DIRECTOR: JORDYN EGAN  
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL  
DIRECTOR OF OFFICE OPERATIONS AND MEMBER SERVICES: ELSA PERON



August 8, 2022

Mr. Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Del Mar Thoroughbred Club 2022 Fall Race Meet – Players Pick 5 Wager

Dear Scott,

Del Mar Thoroughbred Club (DMTC) has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of the “Players Pick-5” wager on the first five (5) races of the day, subject to a 14% takeout, on each racing day of its 2022 Fall meet, November 9 – December 6, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Del Mar’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jordyn B. Egan". The signature is written in a cursive, flowing style.

Jordyn B. Egan  
Executive Director

cc: Josh Rubinstein  
Lucy Myers

---

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON  
EXECUTIVE DIRECTOR: JORDYN EGAN  
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL  
DIRECTOR OF OFFICE OPERATIONS & MEMBER SERVICES: ELSA PERON

## 5. TAKE OUT PERCENTAGE



Josh Rubinstein  
President & COO

August 8, 2022

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Executive Director Chaney,

Pursuant to California Business and Professions Code Section 19601.01, Del Mar Thoroughbred Club ("DMTC"), after consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during DMTC's 2022 Fall Season, November 11<sup>th</sup> - December 4<sup>th</sup>.

- **Players Pick 5 and Rolling Doubles**
- **Proposed Percentage:**    14% takeout (Pick Five)  
   20% takeout (Rolling Doubles)

For reference, the Players Pick Five Wager and Rolling Doubles are noted on DMTC's license application in Section 5(1).

Please contact me directly if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Josh Rubinstein", is written over the typed name.

Josh Rubinstein,  
President and COO

cc:    Joe Harper, DMTC  
      Mike Ernst, DMTC  
      Jordyn Egan, TOC  
      Amanda Drummond, CHRB

## 6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association. **NA**
- 2.

<b>Year (Fall Meet)</b>	<b>On-Track Handle</b>	<b>Off-Track Handle</b>		<b>On-Track Attendance</b>	<b>Off-Track Attendance</b>
<b>2017 – 14 day meet</b>	<b>10,422,918</b>	<b>143,646,792</b>		<b>77,218</b>	<b>89,755</b>
<b>2018 – 16 day meet</b>	<b>9,914,887</b>	<b>155,977,465</b>		<b>73,914</b>	<b>94,109</b>
<b>2019 – 13 day meet</b>	<b>7,995,438</b>	<b>139,315,543</b>		<b>60,146</b>	<b>88,321</b>
<b>2020 – 15 day meet</b>	<b>1,680,747</b>	<b>194,583,337</b>		<b>1,934</b>	<b>38,988</b>
<b>2021 – 13 day meet</b>	<b>7,974,556</b>	<b>164,336,785</b>		<b>44,409</b>	<b>55,468</b>


**7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):**

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: 13 Race Days 5,639,500  
 Prior meet actual: 13 Race Days 5,553,916-includes amounts generated from 2021 Breeders' Cup

Average Daily Purse (7A1 ÷ number of days):

Current meet estimate: 433,808  
 Prior meet actual: 427,224

2. Overnight stakes:

Current meet estimate: 150,000  
 Prior meet actual: 200,000

Average Daily Purse (7A2 ÷ number of days):

Current meet estimate: 11,538  
 Prior meet actual: 15,385

3. Non-overnight stakes:

Current meet estimate: 1,950,000  
 Prior meet actual: 1,767,800

Average Daily Purse (7A3 ÷ number of days):

Current meet estimate: 150,000  
 Prior meet actual: 135,985

4. Total Purses: (7A1 + 7A2 + 7A3)

Current meet estimate: 7,739,500  
 Prior meet actual: 7,521,716

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:

Current meet estimate: 10.0%  
 Prior meet actual: 10.06%

Average Daily Purse (7B1 ÷ number of days):

Current meet estimate: 0.77%  
 Prior meet actual: 0.77%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):

Current meet estimate: 555,143  
 Prior meet actual: 753,625-includes amounts generated from 2021 Breeders' Cup

- D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s): SEE ATTACHED

Recognized Horsemen's Organization

Current meet estimate: Prior meet actual:

Total: Total:

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):

Current meet estimate: 8,445,009  
 Prior meet actual: 8,645,328

Average Daily Purse (7E ÷ number of days):

Current meet estimate: 649,616  
 Prior meet actual: 665,025

- F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: 3,564,431  
 Prior meet actual: 3,961,999

Average Daily Purse (7F ÷ number of days):

Current meet estimate: 274,187  
 Prior meet actual: 304,769

- G. Purse funds to be generated from interstate handle:

Current meet estimate: 3,108,961  
 Prior meet actual: 2,902,331

Average Daily Purse (7G ÷ number of days):

Current meet estimate: 239,151  
 Prior meet actual: 223,256

- H. Bank and account number for the Paymaster of Purses' purse account: On file

- I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth, Inc., 10722 Arrow Route, Ste 110, Rancho Cucamonga, CA 91730 - (909) 944-6465

**NOTICE TO APPLICANT:** All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses

**7. PURSE PROGRAM (excluding supplements, nominations, sponsorships and starter fees):**

**D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):**

	Current meet estimate:	Prior meet actual: (a)
TOC Administration	<b>60,146</b>	<b>147,995</b>
CTT Administration	<b>30,073</b>	<b>73,997</b>
CTT Backstretch Pension	<b><u>60,146</u></b>	<b><u>147,995</u></b>
Total	<b>150,365</b>	<b>369,987</b>

**(a) Includes amounts generated from 2021 Breeders' Cup**

and breeders' awards shall also be deposited within three calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

## 8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: 700
- B. Minimum number of stalls believed necessary for the meeting: 700
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 3,245
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Santa Anita 1,900 - Los Alamitos 850 - San Luis Rey Downs 495
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 2,100 (Note: as of 2015 total number 2,000)
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall.  
\$1,290,000 - \$14.33 cost per day per stall
- H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Estimated vanning cost: \$147,333 - Vanning per horse: Santa Anita \$250 - Los Alamitos \$265 - San Luis Rey Downs \$150

## 9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: There is a rotation of private veterinarians onsite during all training and racing hours. Names and emergency telephone numbers placed ON FILE with the CHRB. Contact Tom Robbins, Executive VP Racing, (858) 755-1141 ext. 3804, who is responsible for contacting veterinarian.
  - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

## 9. EQUINE EMERGENCY SERVICES

- A.1 Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites.

**11.6.22–12.7.22 Del Mar Race Track (Association) Training and Racing  
4:30am – 10:30am**

Prior to Opening Day and once the main track opens for training (11/6/22), DMTC will have a veterinarian present during training hours to respond to any needs. As more horses arrive after opening day, private practitioners for each trainer will be present. These veterinarians are present during training hours and available to treat their patients should the need arise. In addition, DMTC will have a monitoring veterinarian present during training hours to respond to any injuries on the track. We have submitted a more detailed Horse/Rider Down On-Track/Emergency Response Protocol, which is to be placed ON FILE as part of Section 16 Emergency Services.

DMTC will provide a list of all on-site trainers, along with their private practitioners and contact numbers, to the Stable Office, Main Stable Gate, Clockers and Outriders. ON-FILE is a list of veterinarians at DMTC's two authorized training facilities, Los Alamitos and San Luis Rey Downs. In addition, the list of DMTC regulatory veterinarians, along with their contact information, has been submitted to be placed ON-FILE. The regulatory veterinarians are present for much of the morning training hours as they perform the soundness exams in the morning hours, as well as being present to monitor the afternoon racing programs.

**Year Round Los Alamitos Race Course (Auxiliary) Training  
5:30 am – 10:30 am**

Los Alamitos Race Course has private practitioners present during its training hours. Veterinarians contact numbers ON FILE.

**Year Round San Luis Rey Downs (Auxiliary) Training  
5:30 am – 10:30 am**

San Luis Rey Downs has veterinarians that are present during training hours. Contact numbers ON FILE.

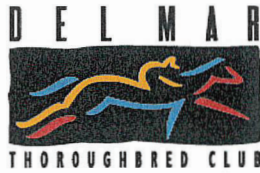
**10. PARI-MUTUEL WAGERING PROGRAM**

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each.

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1	SEE ATTACHED	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program. None
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Closing Day 12/4/22
- D. List any options requested with regard to exotic wagering. None
- E. Will "advance" or "early bird" wagering be offered? Yes  No   
If yes, when will such wagering begin? Specify days and time for “early bird” wagering. 9:00 am - 11:00 am - November 11th through December 4th, every racing day
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Totalisator Central System - American Totalisator, Inc. (AmTote), Primary system at ViaWest Data Center located in Portland Oregon. AmTote Representative: Bob Sloan (1-443-798-0878) [bob.sloan@amtote.com](mailto:bob.sloan@amtote.com) - Contract Expiration Date: Automatic Contract Extension to 6/30/25, as stipulated in original contract. Terminals - F3000e-Convertible teller and self-service unit; IP based, touch screen and keyboard operated. V3000e-Self Service terminals, touch screen, bill accepting, ticket in/out. AWSST-Account wagering self-service unit. Touch screen account



Josh Rubinstein  
President & COO

August 28, 2022

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Executive Director Chaney,

This letter is in regards to Del Mar Thoroughbred Club's ("DMTC") "Application for License to Conduct a Horse Racing Meeting" for the time period of November 9, 2022 through December 6, 2022 (the "Race Meet Application").

As specified in the Race Meet Application, DMTC wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

### **Definition of Unique**

Additionally, pursuant to ARCI 004-105(G)(2)(g), DMTC is required to identify which definition under ARCI 004-105(G)(16)(b) DMTC will use to identify a unique ticket. DMTC requests that a combination of the two definitions to define unique be used. Specifically, DMTC wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination

selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above.

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define "unique."

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

#### **Late Surface Change**

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, "the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances."

DMTC requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a "Win All," not a "no contest."

DMTC also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: The payout distribution method as provided for in ARCI 004-105(G)(2)(g) If there is a unique ticket and if there is not a unique ticket, the entire day's net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, DMTC is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day's major share (unique share) will be added to day's minor share. On days in which there is a surface change after the Pick 6 has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day's net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

DMTC requests these modifications be approved as part of its license application.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Rubinstein". The signature is fluid and cursive, with a prominent initial "J" and "R".

Josh Rubinstein  
President & COO  
Del Mar Thoroughbred Club

Del Mar Thoroughbred Club Wagering Menu and Information (FALL)

	W/P/S	Parlay	Quinella	Exacta	Trifecta	Superfecta	DD	Pick 3	PPN	E.PNP 4	L.PNP 4	E.PNP 5	L.PNP 5	PNP 6	Pentafecta
1	X	X	X	X	X	X	X	X	X			X			
2	X	X	X	X	X	X	X	X	X	X					
3	X	X	X	X	X	X	X	X	X					*	
4	X	X	X	X	X	X	X	X	X				*	*	
5	X	X	X	X	X	X	X	X	X		*		*		
6	X	X	X	X	X	X	X	X	X		*				
7	X	X	X	X	X	X	X	*	X						
8	X	*	X	X	X	X	*		X						X
9	X		X	X	X	X			*						*

\*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Quinella	CHRB 1958	22.68%	\$2 Quinella on all eligible races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Rolling Daily Double.
Pick 3	CHRB 1977	23.68%	\$.50 Rolling Pick 3 on all eligible races
PPN (Place Pick All)	CHRB 1976.8	23.68%	\$1 Place Pick All.
PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
PNP4 (Late Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g) <sup>1</sup> ; ARCI 004-105(G)(16)(b)(i) <sup>2</sup>	23.68%	\$.20 Pick 6 on the last six live races each day; If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$.50 Super High 5 on last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race day SH5 if applicable.

<sup>1</sup> We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

<sup>2</sup> Only if the request made in the letter dated August 28, 2022 is denied.

based terminal.

G. List below the takeout percentage for each type of wager identified in 10.A.

**TAKEOUT PERCENTAGE**

(Example) PNP5-14%

- Race #1                      ATTACHED 10.G
- Race #2
- Race #3
- Race #4
- Race #5
- Race #6
- Race #7
- Race #8
- Race #9
- Race #10
- Race #11
- Race #12
- Race #13

**11. ADVANCE DEPOSIT WAGERING (ADW)**

- A. Identify the ADW provider(s) to be used by the association for this race meeting. DMTC, in cooperation with Thoroughbred Owners of California and via Monarch Content Management, LLC, has signed agreements in place with the following Advance Deposit Wagering (ADW) companies to conduct Internet and telephone wagering from California residents: TVG, Xpress-Bet, Watch & Wager, Twin Spires, Bet America, NYRA Bets CA. In addition, several other ADW companies (complete list on file) have access to Del Mar's content for Internet wagering in states for which ADW is approved by law.
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts been approved by the respective horsemen's groups?  
 Yes     No   
 If yes, attach a copy of the approval. If no, explain the status of the approval. EXHIBIT 4

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

**12. SIMULCAST WAGERING PROGRAM**

- A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off Track Wagering, Inc. "SCOTWINC"
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing

**10. PARI-MUTUEL WAGERING PROGRAM - ATTACHMENT**

**G. List below the takeout percentage for each type of wager identified in 10.A.:**

**TAKEOUT PERCENTAGE**  
(Example) PNP5-14%

**TAKE OUT PERCENTAGE**

<b>14.00 %</b>	<b>Early PNP5</b>
<b>15.43 %</b>	<b>W/P/S; Parlay</b>
<b>20.00 %</b>	<b>DD</b>
<b>22.68 %</b>	<b>E; Q</b>
<b>23.68 %</b>	<b>TRI; SF; PK3; PNP6; SuperH5; PPN; PNP4, Late PNP5</b>



August 8, 2022

Mr. Josh Rubinstein  
Del Mar Thoroughbred Club  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014

RE: 2022 DMTC Fall Race Meeting ADW Approvals

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Del Mar Thoroughbred Club (DMTC) race signals under the terms and conditions set forth below.

Pursuant to Section XXIX, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and DMTC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, DMTC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpines, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on DMTC and other Thoroughbred races during the 2022 Fall race meeting, November 9 – December 6, 2022, as follows:

**1. California wagering on DMTC races:**

- a. TVG, XpressBet, TwinSpines, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpines, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**2. California wagering on out-of-state Thoroughbred races:**

- a. TVG, XpressBet, TwinSpines, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.

- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**3. Out-of-state wagering on DMTC races:**

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than 8.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager, and Game Play Network shall pay a Host Fee of no less than 60% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpire, NYRA, BetAmerica, Game Play Network, and Watch and Wager.

Sincerely,



Jordyn B. Egan  
Executive Director

cc: Lucy Myers

access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

- C. California simulcast facilities the association proposes to offer its live audiovisual signal:  
EXHIBIT 5
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:  
EXHIBIT 6
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: EXHIBIT 7
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: EXHIBIT 8
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**NOTICE TO APPLICANT:** Business and Professions Code section 19596.2(a) stipulates that on days when live Thoroughbred or fair racing is being conducted in the state, the number of Thoroughbred races that may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported Thoroughbred races statewide. The limitation of fifty (50) imported Thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

**THOROUGHBRED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
N/A		

- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Quarter Horse races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**QUARTER HORSE SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
N/A		

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**HARNESS SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
N/A		

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include

**EXHIBIT 5**  
**(If applicable)**

**Satellites**

Alameda County Fair, Pleasanton  
Antelope Valley Fair, Lancaster  
Big Fresno Fair, Fresno  
Cabazon Fantasy Springs Casino, Indio  
California State Fair & Expo, Sacramento  
Fairplex Park @ Barretts, Pomona  
Golden Gate Fields, Albany  
Hollywood Park Casino, Inglewood  
Humboldt County Fair, Ferndale  
Los Alamitos Racecourse, Los Alamitos  
Monterey County Fair, Monterey  
National Orange Show, San Bernardino  
Pechanga Resort Casino, Temecula (Temporarily Closed)  
San Bernardino County Fair, Victorville  
San Joaquin County Fair, Stockton  
San Mateo Event Center, San Mateo  
Santa Anita Park, Arcadia  
Santa Clara County Fair, San Jose  
Solano County Fair, Vallejo  
Sonoma County Fair, Santa Rosa  
Sports Pavilion, the Farmers Fair, Lake Perris  
Ventura County Fair, Ventura  
Viejas Casino & Turf Club, Alpine

**EXHIBIT 6  
(If applicable)**

AmWest Entertainment, KY  
Arapahoe Park, Colorado  
Arima Race Course, Trinidad  
Arizona Downs, Arizona  
Assiniboia Downs, Canada  
Atlantis Resort and Casino, Bahamas  
Bangor Raceway, Maine  
Barrie Raceway, Ontario  
Batavia Downs, New York  
Beau Rivage, Mississippi  
Belterra Race Course, OH  
Bet America, LLC, North Dakota  
Bet Fair Games Limited, UK  
Bettor Racing OTB, South Dakota  
Birmingham Race Course, Alabama  
Bordertown OTB, Oklahoma  
Borgata Casino, New Jersey  
Buffalo Trotting Association, New York  
Bwin International, Ltd.  
Caliente (MIR), Mexico  
Camarero, Puerto Rico  
Canterbury Park, Minnesota  
Capital District OTB, New York  
Catskill Regional OTB, New York  
Caymanas Race Track, Jamaica  
Century Downs, Alberta, Canada  
Century Miles, Alberta, Canada  
Charles Town Races, West Virginia  
Chester Downs - Pennsylvania  
Churchill Downs, Kentucky  
Clinton Teletheatre, Canada  
Codere, Mexico  
Codere, Spain  
Columbus Raceway, Nebraska  
Connecticut OTB, Connecticut  
Corpus Christi Greyhound, Texas  
Coushatta Casino Resort, Louisiana  
Dayton Raceway, OH  
Divi Carina Bay Casino, Louisiana  
Delaware Park, Delaware  
Delta Downs, Louisiana  
Dover Downs, Delaware  
Downs at Albuquerque, New Mexico  
Ebet Online, Oregon  
Egg Harbor Turf Club, New Jersey  
Elite Turf Club, Curacao  
Ellis Park, Kentucky  
Elmira Raceway, Ontario  
Equilottery, Kentucky  
Equus St. Thomas, St. Thomas  
Emerald Downs, Washington  
Euro Offtrack, Isle of Man  
Evangeline Downs, Louisiana  
Evansville/Clarksville OTB, Indiana  
Fairgrounds ADW, Louisiana  
Fairgrounds Racecourse, Louisiana  
Fair Meadows, Texas  
Favorites at Gloucester, New Jersey  
Favorites at Vineland, New Jersey  
Finger Lakes Bets, NY  
Finger Lakes Race Track, New York  
Flamboro Downs, Ontario  
Fonner Park, Nebraska  
Fort Erie Racetrack, Canada  
Foxwoods Casino, Connecticut  
Fraser Downs, British Columbia  
Freehold Raceway, New Jersey  
Gillespie County Downs, Texas  
Global Wagering Group, Germany  
Global Wagering Solutions, Germany  
Grand River, Canada  
Grants Pass Downs, Oregon  
Greentrack, Alabama  
Greyhounds at Post Falls, Idaho  
Gulf Greyhound, Texas  
Gulfstream Park, Florida  
Harrington Bets, Delaware  
Harrington Raceway, Delaware  
Hastings Park, Canada  
Hawthorne ADW, Illinois  
Hawthorne Race Course, Illinois  
Hiawatha Downs, Ontario  
Hipica de Panama, Panama  
Hipodromo Camarero, Puerto Rico  
Hipodromo Montericco, Peru  
Ho-Chuck Casino, Connecticut  
Hodge OTB, Connecticut  
Hoosier Park, Indiana  
Horsemen's Park, Nebraska  
Horseshoe Council Bluffs, Iowa  
Idaho Fall OTB, Idaho  
Idabet, Iowa

**EXHIBIT 6  
(If applicable)**

Indiana Downs, Indiana  
Inverness Raceway, Canada  
Iowa Greyhounds, Iowa  
Intermountain Racing, Idaho  
John Martins Manor, Maine  
Kawartha Downs, Ontario  
Keeneland, Kentucky  
Keeneland Select ADW, Kentucky  
Kentucky Downs, Kentucky  
Kentucky OTB, Kentucky  
Las Vegas Dissemination Company, Nevada  
Lewiston OTB, Maine  
Lien Games, North Dakota  
Lincoln Greyhound Park, Rhode Island  
Lone Star Race Park, Texas  
Louisiana Downs, Louisiana  
Magna Bet, Austria  
Mahoning Valley Race Course, OH  
Maronas Race Track, Uruguay  
Marquis Downs, Saskatchewan  
Maryland Jockey Club, Maryland  
Maywood Park, Illinois  
Meadowlands, New Jersey  
Meskwaki Casino, Oklahoma  
Miami Valley Gaming, Ohio  
Millennium Racing, Trinidad  
Mobile Greyhound Park, Alabama  
Mohegan Sun, Pennsylvania  
Mohawk Harness, Ontario  
Monmouth Park, New Jersey  
Montana OTB, Montana  
Montericco Simulcasting, Peru  
Monticello Raceway, NY  
Mountaineer Park, West Virginia  
Nassau Regional OTB, New York  
Nebraska State Fair Park, Nebraska  
Nevada Dissemination Services, Nevada  
Nevada Pari-Mutuel Association, Nevada  
New Jersey Mobile, New Jersey  
New Palace Casino, Mississippi  
New Zealand Racing Board, NZ  
NYRA, New York  
NYRA Bets, Oregon  
NYRA Bets, Illinois  
NYRA Bets, New York  
Newport Jai-Alai, Rhode Island

Northfield Park, Ohio  
Northlands Park, Canada  
Northville Downs, Michigan  
Nugget Casino, Mississippi  
Oaklawn Park, Arkansas  
Oaklawn Park ADW, Arkansas  
Ocean Downs, Maryland  
Offtrackbetting.com, Oregon  
Oregon Off-Tracks, Oregon  
Oneida Bingo and Casino, Oklahoma  
Ontario Teletheatre, Ontario  
Panama OTB Network, Panama  
PariBet ADW, North Dakota  
PariBet OTB, North Dakota  
Paragon Casino, Louisiana  
Penn National, Pennsylvania  
Penn National ADW, Pennsylvania  
PARX, Pennsylvania  
Peru Jockey Club, Peru  
Peru OTB Network, Peru  
Phumelela, South Africa  
PARX ADW, Pennsylvania  
Picov Downs, Canada  
Pimlico Race Course, Maryland  
Plainridge Race Course, Massachusetts  
Plainridge ADW, Massachusetts  
Player Management Group, CA  
PMU Brazil, Brazil  
Pocono Downs, Pennsylvania  
Pocono Downs ADW, Pennsylvania  
Pojoaque Casino, Oklahoma  
Portland Meadows, Oregon  
Potawatomi Casino, Wisconsin  
Prairie Meadows, Iowa  
Premier Gateway International, S.A.  
Premier Turf Club, North Dakota  
Presque Isle Downs, Pennsylvania  
Racing and Gaming Services, St Kitts  
Remington Park, Oklahoma  
Retama Park, Texas  
Rideau Carleton Raceway, Canada  
Riders Up OTB, Oklahoma  
Rillito Park, Arizona  
Rockingham Park, New Hampshire  
Rocky Mountain Turf Club, Canada  
Rosecroft Raceway, Maryland

**EXHIBIT 6  
(If applicable)**

Royal Beach Casino, St Kitts  
 Ruidoso Downs, New Mexico  
 Running Aces Harness Park, Minnesota  
 Sam Houston Park, Texas  
 Saratoga Harness, New York  
 Scarlet Pearl, Mississippi  
 Scioto Downs, Ohio  
 Seabrook Greyhound Park, NH  
 Seabrook Greyhound Park ADW, NH  
 Shoreline Star Greyhounds, Connecticut  
 Skydancer Casino, Oklahoma  
 Sol Mutuel, St Kitts  
 Sol Mutuel Otrobanda, St Kitts  
 Southland Greyhound Park, Arkansas  
 Sports Center, Kentucky  
 State Fair, Nebraska  
 Suaposta ADW, Brazil  
 Suffolk District OTB, New York  
 Suffolk Downs, Massachusetts  
 Sunland Park Racetrack, New Mexico  
 Sun Ray Park, New Mexico  
 TabCorp, Australia  
 Tampa Bay Downs, Florida  
 TattsBet, Australia  
 Taunton Dog Track, New Hampshire  
 Taunton Dog Track ADW, New Hampshire  
 TBC Teletheatre, British Columbia  
 The Greenbrier Resort, West Virginia  
 The Meadows, Pennsylvania  
 The Meadows ADW, Pennsylvania  
 Thistledown, Ohio  
 Tioga Downs, New York  
 Tote Investment Services, Trinidad  
 Tri-State Greyhound, West Virginia  
 Truro Raceway, Canada  
 TVG, Arizona  
 TVG Chester, Pennsylvania  
 TVG High Volume, Los Angeles  
 TVG, Los Angeles  
 TVG, Massachusetts  
 TVG Prairie Meadows, Iowa  
 Turf del Norte, Mexico  
 Turf del Norte, Tribecta D.R.  
 Turf Paradise, Arizona  
 Turfway Park, Kentucky  
 Twin River Greyhounds, RI  
 TwinSpires, Kentucky  
 TwinSpires High Volume, Kentucky  
 US Offtrack, Florida  
 Valley Greyhound Park, Texas  
 Velocity Wagering Ltd., KY  
 Venezuela OTB, Venezuela  
 Vernon Downs, New York  
 Victoryland Greyhounds, Alabama  
 Virginia Equine Alliance, Virginia  
 Watch and Wager, LLC, San Francisco  
 Western Fair, Ontario  
 Western Regional OTB, New York  
 Wheeling Downs, Canada  
 Will Rogers Downs, Oklahoma  
 Woodbine Entertainment Corp, Ontario  
 Wyoming Downs, Wyoming  
 Wyoming Horse Racing LLC, Wyoming  
 XpressBet, Arizona  
 XpressBet, Illinois  
 XpressBet, (GWS)  
 XpressBet, Pennsylvania  
 Xpressbet, Southern Alberta  
 Yonkers Raceway, New York  
 Yonkers Empire City Bets, New York  
 Zia Park, New Mexico  
 123Gaming, Oregon

**EXHIBIT 7  
(If applicable)**

AmWest Entertainment, KY	Evangeline Downs, Louisiana
Arapahoe Park, Colorado	Evansville/Clarksville OTB, Indiana
Arima Race Course, Trinidad	Fairgrounds ADW, Louisiana
Arizona Downs, Arizona	Fairgrounds Racecourse, Louisiana
Assiniboia Downs, Canada	Fair Meadows, Texas
Atlantis Resort and Casino, Bahamas	Favorites at Gloucester, New Jersey
Bangor Raceway, Maine	Favorites at Vineland, New Jersey
Barrie Raceway, Ontario	Finger Lakes Bets, NY
Batavia Downs, New York	Finger Lakes Race Track, New York
Beau Rivage, Mississippi	Flamboro Downs, Ontario
Belterra Race Course, OH	Fonner Park, Nebraska
Bet America, LLC, North Dakota	Fort Erie Racetrack, Canada
Bet Fair Games Limited, UK	Foxwoods Casino, Connecticut
Bettor Racing OTB, South Dakota	Fraser Downs, British Columbia
Birmingham Race Course, Alabama	Freehold Raceway, New Jersey
Bordertown OTB, Oklahoma	Gillespie County Downs, Texas
Borgata Casino, New Jersey	Global Wagering Group, Germany
Buffalo Trotting Association, New York	Global Wagering Solutions, Germany
Bwin International, Ltd.	Grand River, Canada
Canterbury Park, Minnesota	Grants Pass Downs, Oregon
Capital District OTB, New York	Greentrack, Alabama
Catskill Regional OTB, New York	Greyhounds at Post Falls, Idaho
Century Downs, Alberta, Canada	Gulf Greyhound, Texas
Century Miles, Alberta, Canada	Gulfstream Park, Florida
Charles Town Races, West Virginia	Harrington Bets, Delaware
Chester Downs - Pennsylvania	Harrington Raceway, Delaware
Churchill Downs, Kentucky	Hastings Park, Canada
Clinton Teletheatre, Canada	Hawthorne ADW, Illinois
Columbus Raceway, Nebraska	Hawthorne Race Course, Illinois
Connecticut OTB, Connecticut	Hiawatha Downs, Ontario
Corpus Christi Greyhound, Texas	Hipica de Panama, Panama
Coushatta Casino Resort, Louisiana	Hipodromo Camarero, Puerto Rico
Dayton Raceway, OH	Hipodromo Montericco, Peru
Divi Carina Bay Casino, Louisiana	Ho-Chuck Casino, Connecticut
Delaware Park, Delaware	Hodge OTB, Connecticut
Delta Downs, Louisiana	Hoosier Park, Indiana
Dover Downs, Delaware	Horsemen's Park, Nebraska
Downs at Albuquerque, New Mexico	Horseshoe Council Bluffs, Iowa
Ebet Online, Oregon	Idaho Fall OTB, Idaho
Egg Harbor Turf Club, New Jersey	Idabet, Iowa
Elite Turf Club, Curacao	Indiana Downs, Indiana
Ellis Park, Kentucky	Inverness Raceway, Canada
Elmira Raceway, Ontario	Iowa Greyhounds, Iowa
Equus St. Thomas, St. Thomas	Intermountain Racing, Idaho
Emerald Downs, Washington	John Martins Manor, Maine
Euro Offtrack, Isle of Man	Kawartha Downs, Ontario

**EXHIBIT 7  
(If applicable)**

Keeneland, Kentucky  
 Keeneland Select ADW, Kentucky  
 Kentucky Downs, Kentucky  
 Kentucky OTB, Kentucky  
 Las Vegas Dissemination Company, Nevada  
 Lewiston OTB, Maine  
 Lien Games, North Dakota  
 Lincoln Greyhound Park, Rhode Island  
 Lone Star Race Park, Texas  
 Louisiana Downs, Louisiana  
 Magna Bet, Austria  
 Mahoning Valley Race Course, OH  
 Maronas Race Track, Uruguay  
 Marquis Downs, Saskatchewan  
 Maryland Jockey Club, Maryland  
 Maywood Park, Illinois  
 Meadowlands, New Jersey  
 Meskwaki Casino, Oklahoma  
 Miami Valley Gaming, Ohio  
 Millennium Racing, Trinidad  
 Mobile Greyhound Park, Alabama  
 Mohegan Sun, Pennsylvania  
 Mohawk Harness, Ontario  
 Monmouth Park, New Jersey  
 Montana OTB, Montana  
 Montericco Simulcasting, Peru  
 Monticello Raceway, NY  
 Mountaineer Park, West Virginia  
 Nassau Regional OTB, New York  
 Nebraska State Fair Park, Nebraska  
 Nevada Dissemination Services, Nevada  
 Nevada Pari-Mutuel Association, Nevada  
 New Jersey Mobile, New Jersey  
 New Palace Casino, Mississippi  
 NYRA, New York  
 NYRA Bets, Oregon  
 NYRA Bets, Illinois  
 NYRA Bets, New York  
 Newport Jai-Alai, Rhode Island  
 Northfield Park, Ohio  
 Northlands Park, Canada  
 Northville Downs, Michigan  
 Nugget Casino, Mississippi  
 Oaklawn Park, Arkansas  
 Oaklawn Park ADW, Arkansas  
 Ocean Downs, Maryland  
 Offtrackbetting.com, Oregon  
 Oregon Off-Tracks, Oregon  
 Oneida Bingo and Casino, Oklahoma  
 Ontario Teletheatre, Ontario  
 Panama OTB Network, Panama  
 PariBet ADW, North Dakota  
 PariBet OTB, North Dakota  
 Paragon Casino, Louisiana  
 Penn National, Pennsylvania  
 Penn National ADW, Pennsylvania  
 PARX, Pennsylvania  
 Peru Jockey Club, Peru  
 Peru OTB Network, Peru  
 Phumelela, South Africa  
 PARX ADW, Pennsylvania  
 Picov Downs, Canada  
 Pimlico Race Course, Maryland  
 Plainridge Race Course, Massachusetts  
 Plainridge ADW, Massachusetts  
 Player Management Group, CA  
 PMU Brazil, Brazil  
 Pocono Downs, Pennsylvania  
 Pocono Downs ADW, Pennsylvania  
 Pojoaque Casino, Oklahoma  
 Portland Meadows, Oregon  
 Potawatomi Casino, Wisconsin  
 Prairie Meadows, Iowa  
 Premier Gateway International, S.A.  
 Premier Turf Club, North Dakota  
 Presque Isle Downs, Pennsylvania  
 Racing and Gaming Services, St Kitts  
 Remington Park, Oklahoma  
 Retama Park, Texas  
 Rideau Carleton Raceway, Canada  
 Riders Up OTB, Oklahoma  
 Rillito Park, Arizona  
 Rockingham Park, New Hampshire  
 Rocky Mountain Turf Club, Canada  
 Rosecroft Raceway, Maryland  
 Royal Beach Casino, St Kitts  
 Ruidoso Downs, New Mexico  
 Running Aces Harness Park, Minnesota  
 Sam Houston Park, Texas  
 Saratoga Harness, New York  
 Scarlet Pearl, Mississippi  
 Scioto Downs, Ohio

**EXHIBIT 7  
(If applicable)**

Seabrook Greyhound Park, NH  
Seabrook Greyhound Park ADW, NH  
Shoreline Star Greyhounds, Connecticut  
Skydancer Casino, Oklahoma  
Sol Mutuel, St Kitts  
Sol Mutuel Otrobanda, St Kitts  
Southland Greyhound Park, Arkansas  
Sports Center, Kentucky  
State Fair, Nebraska  
Suaposta ADW, Brazil  
Suffolk District OTB, New York  
Suffolk Downs, Massachusetts  
Sunland Park Racetrack, New Mexico  
Sun Ray Park, New Mexico  
Tampa Bay Downs, Florida  
Taunton Dog Track, New Hampshire  
Taunton Dog Track ADW, New Hampshire  
TBC Teletheatre, British Columbia  
The Greenbrier Resort, West Virginia  
The Meadows, Pennsylvania  
The Meadows ADW, Pennsylvania  
Thistledown, Ohio  
Tioga Downs, New York  
Tote Investment Services, Trinidad  
Tri-State Greyhound, West Virginia  
Truro Raceway, Canada  
TVG, Arizona  
TVG Chester, Pennsylvania  
TVG High Volume, Los Angeles  
TVG, Los Angeles  
TVG, Massachusetts  
TVG Prairie Meadows, Iowa  
Turf del Norte, Mexico  
Turf del Norte, Tribecta D.R.  
Turf Paradise, Arizona  
Turfway Park, Kentucky  
Twin River Greyhounds, RI  
TwinSpires, Kentucky  
TwinSpires High Volume, Kentucky  
US Offtrack, Florida  
Valley Greyhound Park, Texas  
Velocity Wagering Ltd., KY  
Venezuela OTB, Venezuela  
Vernon Downs, New York  
Victoryland Greyhounds, Alabama  
Virginia Equine Alliance, Virginia

Watch and Wager, LLC, San Francisco  
Western Fair, Ontario  
Western Regional OTB, New York  
Wheeling Downs, Canada  
Will Rogers Downs, Oklahoma  
Woodbine Entertainment Corp, Ontario  
Wyoming Downs, Wyoming  
Wyoming Horse Racing LLC, Wyoming  
XpressBet, Arizona  
XpressBet, Illinois  
XpressBet, Pennsylvania  
Xpressbet, Southern Alberta  
Yonkers Raceway, New York  
Yonkers Empire City Bets, New York  
Zia Park, New Mexico  
123Gaming, Oregon

**EXHIBIT 8  
(If applicable)**

**Mini-Satellites**

**M1.** Commerce Casino  
6131 East Telegraph Road  
Commerce, CA 90040  
Phone: (323) 803-3693  
Contact: Edgar Wong

**M2.** OC Tavern  
2369 South El Camino Real  
San Clemente, CA 92672  
Phone (949) 542-8877  
Contact: Micheal Merrigan

**M3.** Santa Clarita Lanes  
21615 W. Soledad Canyon Rd.  
Saugus, CA 93454  
Phone: (661) 254-0540  
Contact: Tom Cristi

**M4.** Sammy's Original  
23221 Lake Center Drive  
Lake Forest, CA 92630  
Phone: (949) 716-2367  
Contact: Pete Genovese

**M5.** Tiled Kilt  
1345 E. Thousand Oaks Blvd.  
Thousand Oaks CA. 91362  
Phone: (805) 777-7418  
Contact: Robert Haupt

**M6.** Firehouse Restaurant  
7701 White Avenue  
Bakersfield, CA 93313  
PH: 661-831-4688  
Contact: Russ Johnson

**EXHIBIT 8**  
**(If applicable)**

**M7.** Lake Elsinore Casino  
20930 Malaga Road  
Lake Elsinore, CA 92530  
PH: 951-674-5160  
Contact: Pat Wilmes

**M8.** The Derby Room  
3230 Hamner Avenue  
Norco, CA 92860  
PH: 951-692-3572  
Contact: Jim Baerwald

**M9.** The Derby Room at Glen Arden  
357 Arden Ave  
Glendale, CA 91203  
PH: 818-245-6397  
Contact: Jim Baerwald

the name of the host track, the dates imported races will be held, and how many races will be imported.

#### OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
N/A			

- K. For ALL racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

**NOTICE TO APPLICANT:** All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within three (3) calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

### 13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Del Mar Thoroughbred Club, PO Box 700, Del Mar, CA 92014
- B. Names and addresses of the trustees or directors of the distributing agent: David H. Batchelder, PO Box 700, Del Mar, CA 92014 / Rollin Baugh, PO Box 700, Del Mar, CA 92014 / Dr. James R. Buell, 4790 Caughlin Pkwy #518, Reno, NV 89509 / Bo Derek, PO Box 700, Del Mar, CA 92014 / Joseph W. Harper, PO Box 700, Del Mar, CA 92014 / Kosta Hronis, PO Box 700, Del Mar, CA 92014 / Warner C. Lusardi, Lusardi Construction Company, 1570 Linda Vista Drive, San Marcos, CA 92078 / Marie G. Moretti, 6705 De Chardin Lane, Reno, NV 89511 / Jim Rome, PO Box 700, Del Mar, CA 92014 / Martin J. Wygod, The Wygod Group, PO Box 676306, Rancho Santa Fe, CA 92067
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes

**NOTICE TO APPLICANT:** Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution

shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

#### 14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
- |                             |                                    |
|-----------------------------|------------------------------------|
| Association Veterinarian(s) | Dana Stead, DVM                    |
| Clerk of Scales             | Matt Nichols                       |
| Clerk of the Course         | Dawn Schmid                        |
| Film Specialist             | Heather Correa                     |
| Horse Identifier            | Jennifer Paige                     |
| Horseshoe Inspector         | Victor Tovar                       |
| Paddock Judge               | Karen Denovel                      |
| Patrol Judges               | Karen Denovel, Heather Correa      |
| Placing Judges              | Robert Moreno, Ed Reese, Sue Brent |
| Starter                     | Jay Slender                        |
| Timer                       | John Lies                          |
- B. Management officials in the racing department:
- |                                     |                   |
|-------------------------------------|-------------------|
| Director of Racing                  | Thomas S. Robbins |
| Racing Secretary                    | David Jerkens     |
| Assistant Racing Secretary          | Zach Soto         |
| Paymaster of Purses                 | Vicki Layne       |
| Others (identify by name and title) | N/A               |
- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Michelle Derieg, Weinstein Court Reporters, LLC, PO Box 26634, Santa Ana, CA 92799, Santa Ana, CA 92799, (949) 637-6071, mderieg@weinsteincourtreporters.com
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation, William O'Brien, Digital Photo Finish Only / Contract Expires: 12/31/2022
- E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. All races are recorded on EVS from Lyon Video until 2024. TVG - Expiration: 12/31/2024, Equipment list on-file with CHRB. For each race TVG will provide: Two manned pan cameras located near the judge's room in the press box providing a wide and a tight view of each race, turf and dirt, plus coverage for in-house video board presentation. / Four manned tower cameras: Three manned tower cameras per race. Backstretch head-on (Training Track Camera Tower) One tower, one scissor lift. Far Turn and Stretch Run back view (Quarter Chute Camera Tower) One tower, one scissor lift. Stretch-Run head-on (Livestock Barn Camera Tower) - turf. Stretch Run head-on (Livestock Barn Camera Tower - dirt. / 2 cameras in the paddock area provided coverage of horses, jockeys, trainers and owners. / A hand-held camera in winner circle. / A pan camera located on the 7th floor providing race coverage for the in-house video board presentation (one of the pan cameras located near the judge's room in the press box). / Drone coverage when weather conditions permit are within FAA guidelines. / All races will be recorded and archived for the season. / TVG will provide talent for this event.
- F. Type of electronic timing device to be used for the timing of all races, name of the person

supplying the service, and expiration date of the service contract: AXCIS INFORMATION NETWORK, INC. TrackMaster c/o Equibase, 821 Corporate Drive, Lexington, KY 40503 / GPS System: Global Positioning Systems Technology, Name: David Siegel (Axcis Information Network, Inc. (TrackMaster/Equibase). Expiration Date: December 31, 2022

## 15. SECURITY CONTROLS

- A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. EXHIBIT 10A SECURITY PERSONNEL AND EXHIBIT 10B 2022 GATE SCHEDULE
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 50
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.
  2. Detention Stalls:
    - a. Attach a plan for use of graded stakes or overnight races. Detention barn is used as required by the CHRB.
    - b. Number of security guards in the detention stall area during a 24-hour period: As needed at the direction of the CHRB.
    - c. Describe number and location of surveillance cameras in detention stall area. For the meet we will be utilizing five or more Detention stalls, as needed, located east of the receiving/test barn as our detention area. We will install fixed cameras in each of the five detention stalls as well as fixed cameras viewing the shed-row from both directions. As with the barn area, surveillance control and viewing will be from the CHRB Investigators' Office on the Frontside.
  3. TCO2 Testing:
    - a. Number of races to be tested, and number of horses entered in each race to be tested: All
    - b. Plan for enhanced surveillance for trainers with high-test results: Will follow CHRB directives
    - c. Plan for detention stalls for repeat offenders: Will follow CHRB directives
    - d. Number of security personnel assigned to the TCO2 program: Assigned as needed.
- C. Describe the electronic security system. Del Mar Thoroughbred Club uses a door alarm management system for its Executive and Operations offices utilizing Proximity Cards and Proximity Access Keyfobs via door controllers located at entrances. The system comes with related door alarm management software.
1. Location and number of video surveillance cameras for the detention stall and stable gate: Del Mar Thoroughbred Club utilizes pan/tilt/zoom cameras located at various places in the barn area. The images from these cameras are recorded on disk drives and stored for up to one week before being re-recorded. Control of these cameras is located in DMTC's security office.

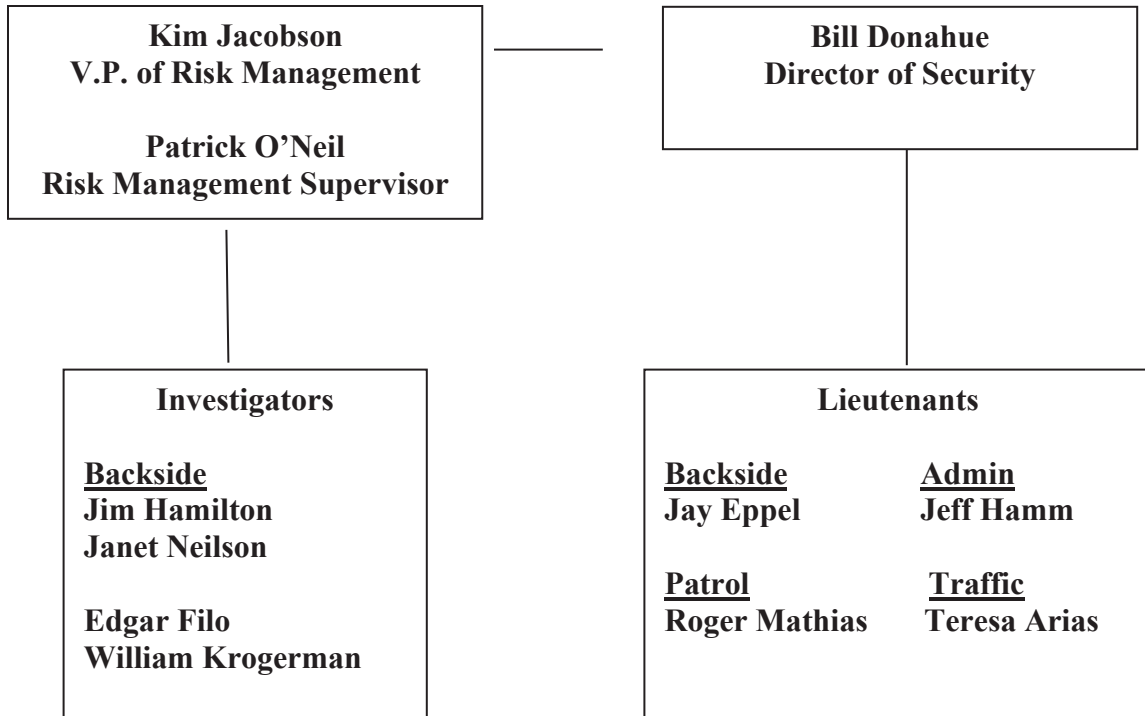
## 15. SECURITY CONTROLS – ATTACHMENT

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. **EXHIBIT 10 (A) / 2022 GATE SCHEDULE EXHIBIT 10 (B)**
  
- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: **75**
  - 1. **Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. The security for stakes races will be deployed in accordance with our agreement with TOC, with a security guard positioned outside each stall for the entire 6-hour period for each race of \$100,000 or more. Details of the detention stalls are described in 15.B - 2 (C).**

# EXHIBIT 10A

## Security Personnel

Person responsible for security controls on the premises:



### Contact Information:

V.P. of Risk Management	Work 858-792-4233
Risk Management Supervisor	Work 619-840-7881
Director of Security	Work 858-755-1141 ext. 3652
Backside Investigator/Hamilton	Work 818-307-4483
Backside Investigator/Neilson	Work 760-809-3976
All others	Work 858-755-1141 ext. 3650

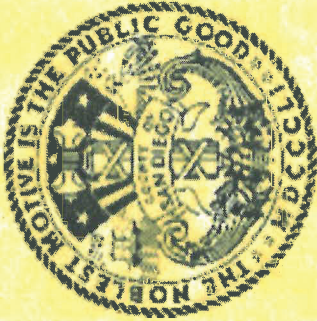
\*List of Security Personnel subject to change. Individuals will be hired by the union on a seniority basis.



- D. For night racing associations: Describe emergency lighting system. N/A

## 16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Mercy Ambulance, 2537 Old San Pasqual Road, Escondido, CA 92027 (760) 525-9676. On-track staff: Advanced Life Support Ambulances (ALS) - Paramedics and certified Emergency Medical Technicians are on-site at all times that either training or live racing is taking place.
1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: Auxiliary Site: Los Alamitos / Huntington Ambulance Contact: Stacey O'Bryan, PO Box 145, Sunset Beach, CA 90742, (562) 904-1550. Auxiliary Site: San Luis Rey Downs / Mercy Ambulance, Contact: Jesse Torres, 2537 Old San Pasqual Road, Escondido, CA 92027, (760) 525-9676. Auxiliary Site: Santa Anita / Symons Ambulance, Contact: Ryan Merchant, 18592 Cajon Blvd., San Bernardino, CA 92407, (951) 880-6263.
1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- C. Describe the on-track first aid facility, including equipment and medical staffing. The on-site first aid clinic at Del Mar Thoroughbred Club is located at the east end of the grandstand facility, with easy access from the track. The facility includes 4 patient beds (1 private room, 3 curtain areas). There are 2 Paramedics, 2 EMTs, 1 Medical Assistant and 1 doctor on site every racing day. Friday, Saturday, Sunday, Opening Day and Closing Day we have a Medical Coordinator (Medic 25) who works as liaison with Municipal EMS. There are two ALS equipped ambulances on site as well. The equipment contained in the first aid clinic includes: Oxygen at each station / Cardias monitor / SED / Otoscope / Ophthalmoscope / Pulse and O2 Oximeter / B/P Cuff / Thermometer / Bag Valve Mask / Surgery Light / Stethoscope / Glucose Monitor and Supplies / Surgical equipment (used for laceration repair and suture removal).
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: All medical doctors can be reached by contacting the first aid clinic directly at (858) 755-1141 ext. 2814 or through our Security Office by calling ext. 3650. The first aid clinic, Paramedics and EMT's have radios to monitor the security channel and/or Official Channel. Medical calls are dispatched by way of radio. Our doctors are contracted through Del Mar Doxx's - and rotate on site for the racing days. The doctors include: Athanasios J. Foster, MD - Hessam Tabrizi, MD - Melinda E. Nevins, DO  
**If Quarter Horse racing association, see D.1.**
1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): N/A
- E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Refer to the Del Mar Thoroughbred Club Jockey, On-Track Accident Response Program for specifics regarding



# COUNTY OF SAN DIEGO

## EMERGENCY MEDICAL SERVICES

### EMERGENCY MEDICAL TRANSPORT PERMIT

AGENCY NAME: MERCY MEDICAL TRANSPORTATION, INC.

Effective Date: December 1, 2021

Expiration Date: November 30, 2022

Approved as: ALS  BLS  CCT

**Adria Cavanaugh** Digitally signed by Adria Cavanaugh  
Date: 2021.10.27 14:03:32 -0700

Authorized by:

Permit Officer, Emergency Medical Services

Permit Number: 21-130

# 16.B.1 EMERGENCY SERVICES AUXILIARY SITES

CHRB  
1010 Hurley Way #300  
Sacramento, CA 95825

March 28, 2022

Dear CHRB Board,

I, Stacey O'Bryan, President of Huntington Ambulance, LLC certify that all E.M.T's ( Emergency Medical Technicians ) and Paramedics working for Huntington Ambulance, LLC are licensed with the State of California Emergency Medical Services, Orange County Emergency Medical Services and the California Highway Patrol.

All of our E.M.T's and Paramedics are licensed with the CHRB.

Sincerely,

A handwritten signature in cursive script that reads "Stacey O'Bryan".

Stacey O'Bryan - President  
Huntington Ambulance, LLC

# 16.B.1 EMERGENCY SERVICES AUXILIARY SITES

# MERCY

Medical  
Transportation  
Inc.

Valley Center Office  
27350 Valley Center Road  
Valley Center, CA 93552  
(760) 751-9297 - Office  
(760) 751-8360 - Fax

March 16, 2022

California Horse Racing Board  
1010 Hurley Way  
Sacramento, CA 95825

RE: Ambulance Certification Letter

Mercy Medical Transportation, Inc. only employs Paramedics and Emergency Medical Technicians (EMTs) that are licensed in the State of California and the County of San Diego. All our Paramedics and EMTs undergo a comprehensive interview and skills assessment, drug assessment, and all employees are run through a Department of Justice (DOJ) background investigation, along with OIG, System for Award Management (SAM) and Medi-Cal as required by San Diego County Emergency Medical Services.

Mercy Medical Transportation, Inc., also participates in the Department of Motor Vehicles (DMV) Employer Pull Notice program, which is required by the California Highway Patrol (CHP). Moreover, Mercy Medical Transportation, Inc., has created a thorough and dynamic Quality Assurance / Quality Improvement Program, which places high standards on emergency services best practices in the areas of personnel training, equipment familiarization, and quality patient care and customer service.

Should you require any additional information, please do not hesitate to contact me.

Respectfully,



Richard F Roesch  
President  
Mercy Medical Transportation, Inc.  
Phone: 760-525-2688  
Email: rick@mercymedtrans.com

# 16.B.1 EMERGENCY SERVICES AUXILIARY SITES



**symbiosis**

Care Reimagined.

March 28, 2022

To Whom It May Concern:

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Emergency Specialties, Inc. dba Symbiosis are trained, background checked and state certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

A handwritten signature in black ink that reads "Dawn Downs". The signature is fluid and cursive, with the first and last names being clearly legible.

Dawn Downs  
President  
(951) 283-9861  
ddowns@symbiosiscare.com

1801 Orange Tree Lane, Suite 110 Redlands, CA 92374  
Office: (909) 880-2979 | [www.symbiosiscare.com](http://www.symbiosiscare.com)

hospital selection. Scripps La Jolla, 988 Genesee Ave., La Jolla, CA 92037 (858) 626-4123 - Scripps Encinitas, 354 Santa Fe Drive, Encinitas, CA 92024 (760) 753-4123

- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.
- G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Health and Safety Manager (Risk Management): Kimberly Jacobson - Assistant Manager (Risk Management Assistant): Patrick O'Neal - On-Site Medical Coordinator - Rotates between different Fire Fighter Paramedics
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): State Compensation Insurance Fund of CA, IOA Insurance Services, 3875 Hopyard Road, Suite 200, Pleasanton, CA 94588, Policy #927286822
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

## 17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each: ATTACHED

Does the association provide its own concessions? Yes  No

## 18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting.
- B. Promotional/Marketing budget for this race meeting: Advertising: \$164,210 - Promotions: \$137,097 - Communications: \$68,882 - Other: \$250 TOTAL \$370,439

# **Del Mar Thoroughbred Club**

## **Jockey On-Track Accident Response Program**

**Overview:** The Del Mar Thoroughbred Club (DMTC) is committed to the overall health and safety of the riding professionals that are valued members of the racing community and DMTC. A large part of this commitment is the provision of professional medical and first aid services, should a jockey need to avail themselves of such services or be involved in an accident that requires first aid or emergency medical aid. DMTC takes their role in providing first aid and emergency medical care and transportation, when required, seriously. This program defines the plan elements and procedures DMTC will follow, should such events occur where medical aid becomes necessary.

### **Program Elements:**

#### **I. Medical Professionals On-Site During Racing - Summary**

DMTC maintains licensed medical and first aid professionals that comply with the levels established by the horse racing industry. DMTC contracts with Del Mar Doxx's to provide a licensed physician and medical assistants, who are on duty during live racing. DMTC maintains two Advanced Life Support Ambulances. At minimum each ambulance is staffed by a Paramedic and a certified Emergency Medical Technician (EMT). In addition, municipal fire department, with paramedic and EMT services are readily available as these services are co-located with the track.

#### **II. Jockey Information Health System**

DMTC participates in the Jockey Information Health System through In Compass. All Medical Doctors and the Risk Management Department have access to this program.

The medical doctors staffing the on-site clinic can access medical information for those jockeys who participate in the program.

When a jockey, who participates in the program, is injured on track, the DMTC Risk Management Supervisor will access and print the Jockey's information. This information, along with Work Comp contact information is then sent with the Jockey to the hospital and/or faxed directly to the hospital emergency room.

#### **II. Area Hospitals and Rapid Admittance**

DMTC maintains a working relationship with two area hospitals, both members of the Scripps Hospital and Healthcare family of operations. The hospitals are found in either La Jolla, just south of the DMTC track, or Encinitas, just north of the track, both are Level 2 trauma hospitals. Most often our riders are transported to Scripps La Jolla. However, should a level 1 hospital be necessary the base hospital (La Jolla) would direct EMS to the nearest level 1 facility as part of the San Diego County Trauma System.

## **Del Mar Thoroughbred Club**

### **Jockey On-Track Accident Response Program**

- a. The Scripps triage and base station is located at the La Jolla hospital – when determined transport is necessary, hospital will be contacted immediately by the Medical Clinic Staff, Paramedics or Risk Management.
- b. Riders will be transported to Scripps La Jolla unless base station determines alternate site is necessary. All decisions on where a rider will be seen are made by Scripps La Jolla at the time of a reported incident. DMTC will not know where a rider is being taken until such time that transport has been initiated and we are advised as to which facility they are directed to.
- c. The addresses of the hospitals are: (Both are located less than 10 miles from DMTC)
  - a. Scripps La Jolla  
9888 Genesee Avenue  
La Jolla, CA 92037  
Tel: 858.626.4123
  - b. Scripps Encinitas  
354 Santa Fe Drive  
Encinitas, CA 92024  
Tel: 760.753.4123

#### **III. The DMTC Safety and Health and Program Manager**

- a. The DMTC Risk Manager serves as the Safety Manager and coordinator of the Jockey medical treatment and on-track accident program.
- b. DMTC also maintains an Assistant Safety and Health Manager (the Risk Management Supervisor) during the live meet period in the event the Safety Manager is unavailable.
- c. Both the Risk Manager and the Risk Manager Supervisor can be reached at the following extensions, Ext. 4233 or Ext. 3225 respectively or via radio on the Official Channel as Risk 1 and Risk 2. As needed, the DMTC Operator or security Dispatch can assist with obtaining alternate contact numbers as well.

#### **IV. On-site First Aid Facilities and Staffing**

- a. Physician - Services for the on-site medical clinic are contracted through Del Mar Doxxs. During all live racing periods there will be a licensed physician and medical assistant on duty.
- b. Advanced Life Support Ambulances (ALS) – A Paramedic and Certified Emergency Medical Technicians are on site at all times that either training or live racing is taking place. During Training hours there will be one ALS ambulance and one team which includes one, at a minimum (1) Paramedic and one (1) Certified Emergency Medical

## **Del Mar Thoroughbred Club**

### **Jockey On-Track Accident Response Program**

Technician on site at all times. During live racing there will be two ALS ambulances, which will include two (2) Paramedics and two (2) Certified Emergency Medical Technicians on site. Unit 9 will follow the field during live racing, Unit 9A will cover the paddock during pre-race activities and cover the starting gates at mile starts as well as turf chute starts. serve as a back up to Unit9. Both teams will maintain radio contact with the officials and security dispatch at all times. (Depending on staffing for the day there may be times when two paramedics are on a rig).

- c. Municipal Response Capabilities- DMTC is located on a State of California Fairgrounds. As such, we enjoy the benefits of the Del Mar Fire Department municipal fire service and Paramedic and Emergency Medical Technicians that are stationed on the grounds. If the on-site station has responded to an off-site emergency, Nor Com dispatch will send the closest responding unit available. On track Paramedics have the capability of calling Nor Com directly should back up be necessary.

#### **V. Ambulance and Medical Transport Protocols**

- a. Contracted ambulance service – DMTC contracts with a licensed Emergency Medical Services provider who provides ALS on-track emergency medical response. San Diego County requires all transports, except life threatening situations to be handled by the CSA-17 provider. Anytime a rider requires transport, Nor Com is notified by Security Dispatch
- b. Local municipal services – The Del Mar Fire Department or others within the Rancho Fire Service (CSA-17) area may respond as needed or called upon. The Rancho Fire Service will respond with Paramedics and EMT's on the fire trucks as well as Paramedics assigned to the municipal ambulances.

#### **VI. The Emergency Medical Plan**

These steps will be followed in the event of an on-track accident:

##### **General Conditions**

- On-site Paramedics and EMT's will respond to any observed rider on-track accident or as otherwise summoned for assistance. Such response will occur during training and/or live racing periods,
- If an incident requires transport, the hospital will be contacted and notified of the patient transport. (The La Jolla location of Scripps Hospital serves as the triage and base station for all incidents requiring hospital emergency care; they will direct the medical transport team as to which hospital to respond to.)

# **Del Mar Thoroughbred Club**

## **Jockey On-Track Accident Response Program**

### **Communications**

- Paramedic and EMT's (Units 9 and 9A) will be assigned radios allowing for constant communication with both security dispatch and officials. Both Official Channel and Dispatch Channel will be monitored at all times.
- Medical Clinic will be assigned one radio and will maintain contact with security dispatch at all times.
- DMTC security dispatch will monitor the official channel at all times.
- Safety and Health Program Manager and Assistant will monitor the official channel at all times. Both individuals will be available either on site or via cell phone 24 hours a day during the live meet.

### **Response During Training Periods**

- During training periods, Advanced Life Support Unit 9 will determine the nature and extent of any injuries and whether transport to a medical facility is necessary,
- The DMTC Security Dispatch will be notified immediately of any rider incident on-track or otherwise during training periods and will assist EMS provider with securing additional medical help for transport to area hospital when necessary.
- Municipal units will meet on-track unit at the transfer point to secure injured rider and transport to one of designated hospital.
- Incidents with injuries not requiring transport to one of the local hospitals identified within this program will be treated on-track or at the DMTC first aid clinic based upon Paramedic judgment.
- Any on-track accidents during training periods will be immediately reported to Security dispatch. Safety Manager, Assistant and/or Backside Investigator should be notified immediately so they may conduct a review of the incident and follow up with any additional reporting as might be required.

### **Response During Pre-Race (Paddock)**

- Unit 9A will be situated in the paddock area during pre race activities to respond to an emergency occurring in the paddock area.
- Unit 9A will follow the field from the paddock down the horse walk and continue to observe through the post parade.
- Should an emergency occur Security Dispatch will be notified immediately.
- DMTC Safety and Health Program Manager and/or Assistant will respond to incident.

## **Del Mar Thoroughbred Club**

### **Jockey On-Track Accident Response Program**

- Security dispatch will notify on site medical clinic that an incident has occurred.
- As needed, additional medical assistance will be summoned from local municipal resources,
- DMTC Security will respond to incident and assist with crowd control. If necessary, security will provide escort to the medical clinic.

#### **Accidents During Live Racing**

- ALS unit –Unit 9 following the racing field will immediately respond to on-track accidents; simultaneously, the on-track physician and medical assistant will be made aware of the incident via radio contact, observation of the race via closed –circuit television or as advised by the DMTC Safety or Security Staff,
- ALS unit – Unit 9A will be on stand-by to assist and/or replace the on-track unit should it be necessary for Unit 9 to leave the track for any reason.
- In the event of a multiple rider down situation Unit 9 will call for immediate backup from Unit 9A at which time Unit 9A will enter the track (when safe to do so) to assist. If the situation is going to require additional response from outside agencies Unit 9 will request outside units through Security Dispatch.
- Should incident require ambulance to leave the track prior to the start of the race, Unit 9A will immediately move in to position at the starting gates. When this occurs Unit 9A will notify stewards via radio that they are in place.
- If for any reason Unit 9A is unavailable CHRB stewards must be notified immediately via the official channel.
- As needed, additional medical assistance will be summoned from local municipal resources,
- Paramedic on site of incident will determine the necessary treatment. Riders may be transported to the on-site medical facility for further evaluation, observation and triage or the Paramedic may determine transport is necessary. Should the Paramedic determine that transport is necessary they will alert Security so outside EMS can be dispatched. Paramedics have radio contact with Scripps La Jolla and will notify them directly of the transport. Risk Management will notify Officials.
- To the extent possible, all care will be provided by the professionals within the DMTC medical clinic,
- DMTC Safety and Security staff will immediately respond to the medical clinic to assist with event management and access control to the medical clinic,

## **Del Mar Thoroughbred Club**

### **Jockey On-Track Accident Response Program**

- Depending on the nature and severity of injuries, the rider(s) may be transported to one of the local hospitals noted within this plan for further medical care and treatment as is needed,
- Any on-track accidents during live racing will be immediately reported to the Safety Manager, for analysis review and additional reporting as might be required.
- When one of the ALS units are required to leave the grounds DMTC Security will be notified immediately and instructed to call Nor Com for any patron medical aids until unit returns to grounds.
- Risk Management Department will provide Jockey Information Health System paperwork and Workers Compensation to the hospital for those Jockeys who participate.

**Please note:** Under no circumstances will information regarding the medical condition of a rider be provided to members of the media or others. Any such request should immediately be referred to the Director of Media and or President/General Manager.

#### **VII. Posting This Plan**

The DMTC, Jockey, On-Track Accident Response Plan will be posted in English and Spanish in the following locations:

- a. The Jockey's Room located on the first floor of the Clubhouse Grandstands
- b. The DMTC on-site medical facilities, and
- c. DMTC Security Dispatch

Additional copies of the plan will be maintained in the DMTC Risk Manager's office, located in Operations.

#### **IX. Updates**

The plan will be reviewed annually prior to the DMTC live racing meet and appropriate changes and updates will be made. Regulatory and/or legislative changes that may modify this plan will be included as will any changes in medical providers and/or ambulance transport services.

# **Del Mar Thoroughbred Club**

## **Programa de Respuesta ante un Accidente de los Jinetes en las Pistas**

**Resumen:** Del Mar Thoroughbred Club (DMTC) se compromete a la salud y seguridad de todos los profesionales de equitación que son miembros valorados de la comunidad de carreras y DMTC. Una gran parte de este compromiso es proporcionar atención médica profesional y servicios de primeros auxilios, en caso de que un jinete necesite emplear tales servicios o se vea implicado en un accidente que requiera servicios de primeros auxilios y asistencia médica de emergencia. DMTC hace su función al brindar asistencia médica de emergencia, primeros auxilios y transporte, cuando se requiera importantemente. Este programa define los elementos del plan y procedimientos. DMTC realizará un seguimiento, si ocurren tales hechos donde se necesite asistencia médica.

### **Elementos del Programa:**

#### **I. Profesionales Médicos en el Sitio Durante la Carrera-Resumen**

DMTC mantiene a profesionales médicos licenciados y de primeros auxilios que cumplen con los niveles establecidos por la industria hípica. DMTC contrata a Del Mar Doxx's para ofrecer un médico licenciado y ayudantes médicos que están en servicio durante la carrera de caballos. DMTC mantiene dos Ambulancias Avanzadas de Apoyo Vital. Como mínimo cada ambulancia cuenta con un personal Paramédico y un Técnico Médico de Emergencia certificado ("EMT" por sus siglas en inglés). Además del departamento de bomberos municipal, con paramédicos y servicios de EMT que están preparados y disponibles ya que están situados al lado de la pista.

#### **II. Sistema de Salud para la Información del Jinete**

DMTC participa en el Sistema de Salud para la Información del Jinete por medio de In Compass. Todos los Médicos y Departamento de Gestión de Riesgos tienen acceso a este programa.

Todo el personal médico en el sitio puede acceder a la información médica de aquellos jinetes que participen en el programa.

Cuando un jinete, que participa en el programa, se accidenta en la pista, el Supervisor de Gestión de Riesgos de DMTC accederá e imprimirá la información del Jinete. Esta información, junto con la información de Compensación de los Trabajadores se manda junto con el Jinete al hospital o se envía por fax directamente a la sala de emergencia del hospital.

#### **II. Hospitales de la Zona y Admisión Rápida**

DMTC mantiene una relación profesional con dos hospitales de la zona, tanto los miembros del Hospital Scripps y la familia de asistencia médica de operaciones. Los hospitales se encuentran o en La Jolla, justo al sur de la pista de DMTC, o en Encinitas, justo al norte de la pista y los dos son hospitales de traumatismos Nivel 2. La mayoría de las veces se transporta a nuestros jinetes a Scripps La Jolla. Sin embargo, si fuera necesario un hospital del nivel 1, el hospital base (La Jolla) dirigiría al Servicio Médico de Emergencia ("EMS" por sus siglas en inglés) a la instalación del nivel 1 más cercana como parte del Sistema de Traumatismos del Condado de San Diego.

## **Del Mar Thoroughbred Club**

### **Programa de Respuesta ante un Accidente de los Jinetes en las Pistas**

- a. La estación base y triaje de Scripps se sitúa en el hospital de La Jolla, cuando se necesite un transporte determinado se les pondrá en contacto de inmediato con el Personal Médico de la Clínica, Paramédicos o Gestión de Riesgos.
- b. Se trasladará a los jinetes a Scripps La Jolla a menos que la estación base determine un lugar alternativo en caso necesario. Todas las decisiones con respecto a donde se atenderá a un jinete se realizarán en Scripps La Jolla en el momento en que se reporte el accidente. DMTC no sabrá a dónde se lleva al jinete hasta el momento en que se haya iniciado el traslado y se nos avise sobre la instalación a la que se dirige.
- c. Las direcciones de los hospitales son: (Ambas se localizan a menos de 10 millas de DMTC)
  - a. Scripps La Jolla  
9888 Genesee Avenue  
La Jolla, CA 92037  
Tel: 858.626.4123
  - b. Scripps Encinitas  
354 Santa Fe Drive  
Encinitas, CA 92024  
Tel: 760.753.4123

#### **III. Salud y Seguridad y Gerente del Programa de DMTC**

- a. El Gerente de Riesgos de DMTC atiende como Gerente de Seguridad y coordinador del tratamiento médico del jinete y el programa de accidentes en la pista.
- b. DMTC también mantiene un Asistente del Gerente de Seguridad y Salud (el Supervisor de Gestión de Riesgos) durante el periodo del encuentro de carreras en directo en caso de que el Gerente de Seguridad no esté disponible.
- c. Tanto el Gerente de Riesgos y el Supervisor del Gerente de Riesgos pueden localizarse en las siguientes extensiones, Ext. 4233 o Ext. 3225 respectivamente o por medio de radio mediante el Canal Oficial como Riesgo 1 y Riesgo 2. Cuando se necesite, el Operador o Despacho de Seguridad de DMTC también podrán ayudarle a conseguir números de teléfono de contacto alternativos.

#### **IV. Instalaciones de Primeros Auxilios en el Sitio y Personal**

- a. Médico- Los servicios para el centro médico en el sitio se contratan por medio de Del Mar Doxxs. Durante los periodos de carreras en directo se proporcionará un médico licenciado y ayudante médico en servicio.
- b. Las Ambulancias Avanzadas de Apoyo Vital (“ALS” por sus siglas en inglés) - Un Paramédico y Técnicos Médicos de Emergencia Certificados están en el sitio en todo

## **Del Mar Thoroughbred Club**

### **Programa de Respuesta ante un Accidente de los Jinetes en las Pistas**

momento ya sea si están entrenando o se está llevando a cabo una carrera en directo. Durante las horas de entrenamiento habrá una ambulancia ALS y un equipo que incluirá, como mínimo un (1) Paramédico y un (1) Técnico Médico de Emergencia Certificado en el sitio en todo momento. Durante la carrera en directo habrá dos ambulancias ALS, que incluirán dos (2) Paramédicos y dos (2) Técnicos Médicos de Emergencia Certificados en el sitio. La Unidad 9 seguirá el campo durante la carrera en directo, la Unidad 9A cubrirá el paddock durante las actividades previas a las carreras y cubrirá las puertas de salida en los inicios de la milla así como en los inicios del área de césped que sirven como un apoyo a la Unidad 9. Ambos equipos mantendrán contacto por radio con los oficiales y despacho de seguridad en todo momento. (Dependiendo de la dotación de personal para el día, puede haber ocasiones en las que haya dos paramédicos en una plataforma).

- c. Las Capacidades de Respuesta Municipal-DMTC está situado en un recinto ferial del Estado de California. Como tal, disfrutamos de los beneficios del servicio de bomberos municipal Del Mar, Paramédicos y Técnicos de Emergencia Médica que se localizan en los terrenos. Si la estación en el sitio ha respondido a una emergencia fuera del sitio, el despacho Nor Com mandará a la unidad de respuesta más cercana disponible. Los Paramédicos en la pista cuentan con la capacidad de llamar directamente a Nor Com en caso de que se necesite un refuerzo.

#### **V. Protocolos de Transporte de Ambulancia y Médicos**

- a. El servicio de ambulancia contratado - DMTC tiene contratado a un proveedor de Servicios Médicos de Emergencia licenciado que ofrece respuesta médica de emergencia en las pistas de ALS. El Condado de San Diego requiere que todos los transportes, salvo las situaciones que amenacen la vida se manejen por el proveedor CSA-17. En cualquier momento que un jinete requiera transporte, el Despacho de Seguridad notificará a Nor Com.
- b. Los servicios municipales locales - El departamento de bomberos Del Mar u otros dentro del área de servicio de incendios de Rancho (CSA-17) podrá responder según se necesite o solicite. El Servicio de Bomberos de Rancho responderá con Paramédicos y EMT en los camiones de bomberos y los Paramédicos asignados a las ambulancias municipales.

#### **VI. Plan Médico de Emergencia**

Estos pasos se seguirán en caso de que ocurra un accidente en las pistas:

##### **Condiciones Generales**

- Los Paramédicos y EMT en el sitio responderán a cualquier accidente que observen de un jinete en la pista o de otro modo pedirán ayuda. Tal respuesta ocurrirá durante el entrenamiento o periodos de carreras en directo.

## **Del Mar Thoroughbred Club**

### **Programa de Respuesta ante un Accidente de los Jinetes en las Pistas**

- Si un incidente requiere transporte, se contactará y avisará al hospital del transporte del paciente. (La localización de La Jolla del Hospital Scripp atiende como triaje y estación base para todos los incidentes que requieran asistencia de emergencia hospitalaria y dirigirán al equipo de transporte médico a qué hospital deberán acudir).

#### **Comunicaciones**

- A los Paramédicos y EMT (Unidades 9 y 9A) se les asignarán radios para permitir una comunicación constante con el despacho de seguridad y los oficiales. Tanto el Canal Oficial y el Canal de Despacho se controlarán en todo momento.
- Se le asignará a la Clínica Médica una radio y mantendrá contacto con el despacho de seguridad en todo momento.
- El despacho de seguridad de DMTC controlará el canal oficial en todo momento.
- El Gerente del Programa de Seguridad y de Salud y Asistente controlarán el canal de seguridad en todo momento. Ambas personas estarán disponibles tanto en el sitio como por teléfono celular las 24 horas al día durante el encuentro de las carreras en directo.

#### **Respuesta Durante los Periodos de Entrenamiento**

- Durante los periodos de entrenamiento, la Unidad 9 de Apoyo Vital Avanzado determinará la naturaleza e importancia de cualquier lesión y si el transporte a una instalación médica fuera necesario.
- Se avisará de inmediato al Despacho de Seguridad de DMTC sobre cualquier incidente de los jinetes en la pista o de otro modo durante los periodos de entrenamiento y ayudará al proveedor del Servicio Médico de Emergencia a obtener ayuda médica adicional para facilitar el transporte al hospital del área cuando se necesite.
- Las unidades municipales se reunirán con la unidad en la pista en el punto de traslado para asegurar al jinete lesionado y transportarlo a uno de los hospitales designados.
- Los incidentes con lesiones que no requieran transporte a uno de los hospitales locales identificados dentro de este programa, se tratarán en la pista o en la clínica de primeros auxilios de DMTC según el criterio del Paramédico.
- Cualquier accidente en la pista durante los periodos de entrenamiento se reportará de inmediato al Despacho de Seguridad. Se notificará de inmediato al Gerente de Seguridad, Asistente y/o Investigador trasero para que puedan llevar a cabo una revisión del incidente y seguimiento con cualquier reporte adicional que sea necesario.

## **Del Mar Thoroughbred Club**

### **Programa de Respuesta ante un Accidente de los Jinetes en las Pistas**

#### **Respuesta Durante la Pre-carrera (Paddock)**

- La Unidad 9A estará situada en el área del paddock durante las actividades previas a la carrera para responder a una emergencia que ocurra en el área del paddock.
- La Unidad 9A seguirá el campo desde el paddock hasta el camino del caballo y seguirá observando durante el desfile posterior.
- Si se produce una emergencia se notificará de inmediato al Despacho de Seguridad.
- El Gerente del Programa de Salud y Seguridad y/o Asistente de DMTC responderá al incidente.
- El Despacho de Seguridad notificará a la clínica médica en el sitio de que se ha producido un incidente.
- Según sea necesario, se solicitará asistencia médica adicional de los recursos municipales locales.
- La seguridad de DMTC responderá al incidente y ayudará con el control de la multitud. Si fuera necesario, la seguridad proporcionará acompañamiento a la clínica médica.

#### **Accidentes Durante la Carrera en Directo**

- La unidad ALS - Unidad 9 que sigue el campo de carreras responderá de inmediato a los accidentes en la pista; simultáneamente, se pondrá en conocimiento al asistente médico y médico en la pista del incidente contactándoles por medio de radio, la observación de la carrera se hará por medio de un circuito cerrado de televisión o según lo aconsejado por el Personal de Seguridad de DMTC.
- La unidad ALS - Unidad 9A estará pendiente para ayudar o reemplazar a la unidad de la pista en caso de que fuera necesario que la Unidad 9 abandone la pista por cualquier razón.
- En el caso de una situación en la que se hayan caído varios jinetes, la Unidad 9 llamará para refuerzos inmediatos a la Unidad 9A, momento en el cual la Unidad 9A entrará en la pista (cuando sea seguro hacerlo) para ayudar. Si la situación va a requerir una respuesta adicional de entidades externas, la Unidad 9 solicitará unidades externas a través del Despacho de Seguridad.
- Si un incidente requiere ambulancia deberá abandonar la pista antes de que empiece la carrera. La Unidad 9A se desplazará de inmediato a una posición al cajón de salida. Cuando esto ocurra la Unidad 9A avisará a los encargados por medio de radio de que están en su lugar.
- Si por cualquier razón la Unidad 9A no está disponible se notificará de inmediato a los encargados CHRB por medio del canal oficial.

## Del Mar Thoroughbred Club

### Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

- Según se necesite, se pedirá asistencia médica adicional desde los recursos municipales locales.
- El paramédico en el sitio del incidente determinará el tratamiento necesario. Los jinetes podrán ser transportados a la instalación médica en el sitio para una evaluación, observación y triaje adicionales, o el paramédico podrá determinar que es necesario el transporte. Si el paramédico determina que el transporte es necesario, alertará a Seguridad para que se pueda mandar al Servicio Médico de Emergencia externo. Los paramédicos tienen contacto por radio con Scripps La Jolla y les notificarán directamente sobre el transporte. La Gerencia de Riesgos notificará a los Funcionarios.
- En la medida de lo posible, los profesionales ofrecerán toda la atención dentro de la clínica médica de DMTC.
- El personal de Seguridad de DMTC responderá de inmediato a la clínica médica para ayudar con la gerencia del suceso y control de acceso a la clínica médica.
- Dependiendo de la naturaleza y gravedad de las lesiones, se podrá transportar al jinete(s) a uno de los hospitales locales señalado dentro de este plan para atención médica ulterior y tratamiento según se necesite.
- Cualquier accidente en la pista durante la carrera en directo se reportará de inmediato al Gerente de Seguridad, para una revisión del análisis y reporte adicional según se requiera.
- Cuando una de las unidades de unidades de ALS requieran que abandone los terrenos, se avisará de inmediato a la Seguridad de DMTC y se le instruirá llamar a Nor Com para cualquier atención médica protectora hasta que regrese la unidad al terreno.
- El Departamento de Gerencia de Riesgos proporcionará la documentación del Sistema de Salud de Información del jinete y Compensación de los Trabajadores al hospital para aquellos jinetes que participen.

**Por favor tenga presente:** En ninguna circunstancia la información con respecto al estado médico del jinete se proporcionará a los miembros de los medios u otros. Cualquier petición se referirá de inmediato al Director de Medios o Presidente/Gerente General.

#### VII. Publicación de este Plan

El Plan de Respuesta ante un Accidente de los Jinetes en la pista de DMTC, se publicará en Inglés y Español en las siguientes localizaciones:

- a. La Sala del Jinete situada en la primera planta de las Gradas del Clubhouse.
- b. Las instalaciones médicas en el sitio de DMTC, y

# **Del Mar Thoroughbred Club**

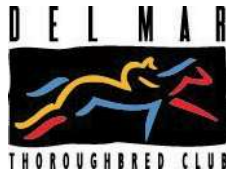
## **Programa de Respuesta ante un Accidente de los Jinetes en las Pistas**

c. Despacho de Seguridad de DMTC.

Las copias adicionales del plan se guardarán en la oficina del Gerente de Riesgos de DMTC, situada en las Operaciones.

### **II. Actualizaciones**

El plan se revisará anualmente antes del encuentro de las carreras en directo de DMTC y los cambios apropiados y actualizaciones que se hagan. Los cambios regulatorios o legislativos que puedan modificar este plan se incluirán al igual que los cambios en los proveedores médicos o servicios de transporte de ambulancia.



**Josh Rubinstein**  
*President & COO*

August 8, 2022

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: CHRB 4 CCR 1927 Fire Prevention and Auxiliary Stabling  
Letter of Request for an Exemption or Extension

Dear Executive Director Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club ("DMTC") requests an exemption from the 45-day provision of Rule 1927 as the current fire inspection/clearance the CHRB has on file is valid through December 31, 2022.

Thank you for your consideration and assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Josh Rubinstein".

Josh Rubinstein, President

cc: Amanda Drummond  
Nicole Lopes-Gravely



# SANTA ANITA PARK

August 15, 2022

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: CHRB Rule 1927 Exemption Request

Dear Mr. Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club is required to submit a letter of inspection by the fire authority having jurisdiction over auxiliary stabling sites listed in their application.

As has been previously discussed, the City of Arcadia Fire Department is not able to conduct an inspection within 45 days of the start of each meet. Los Angeles Turf Club, Incorporated ("LATC") has previously submitted to the board the Arcadia Fire Department's fire clearance letter dated June 15, 2022.

North County Fire Protection District completed an inspection of San Luis Rey Training Center on November 23, 2021 as previously submitted to the board. North County Fire has stated they are only able to complete one inspection per year. A reinspection date has been requested and will likely be completed in November 2022.

LATC and SLR requests an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn areas perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,



Nate Newby



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
OFFICE OF THE STATE FIRE MARSHAL**

Fire and Life Safety Division  
24680 Jefferson Avenue, Suite B  
Murrieta, CA. (916) 445-8200  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



April 13, 2022

**Sue Wall, Vice President – Facilities  
Del Mar Thoroughbred Club  
P.O. Box 700  
Del Mar, California 92014-070**

RE: Del Mar Thoroughbred Racing Facility  
CSFM# 04-37-041-0001

Dear Mrs. Walls,

A fire & life safety inspection at the above referenced facility was conducted on April 13<sup>th</sup>, 2022 by DSFM Ben Salazar in accordance with section 13108 (c) of California Health & Safety Code. The purpose was to determine compliance with the minimum fire & life safety standards required by Title 19 and Title 24 of California Code of Regulations.

No deficiencies were noted at the time of inspection.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned time period at the Del Mar Thoroughbred Club located at the San Diego County Fairgrounds.

If we can be of further assistance, or for additional information or clarification please feel to contact me at 916-212-2307

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben Salazar".

DSFM Ben Salazar



# ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000

[www.ocfa.org](http://www.ocfa.org)

## FIRE AND LIFE SAFETY INSPECTION CLEARANCE LETTER

March 8, 2022

Frank Sherren  
Los Alamitos Race Course  
4691 Katella Avenue  
Cypress, CA 90630

**Subject:** Fire and Life Safety Inspection

An inspection was conducted by the Orange County Fire Authority (OCFA) for the Los Alamitos Race Course at 4691 Katella Avenue, Los Alamitos, CA 90630. This inspection was performed on October 5, 2021 by OCFA Fire Inspector, Kenneth Wiggins. The inspection report will be turned in for data entry to OCFA records. This letter will serve as your fire clearance from the OCFA.

Please contact me directly if you have any questions or concerns.

Respectfully,

Kenneth Wiggins  
Fire Inspector  
Prevention Field Services Section  
(714) 229-8801  
[kennethwiggins@ocfa.org](mailto:kennethwiggins@ocfa.org)

North County Fire Protection District  
330 S. Main Ave.  
Fallbrook, CA 92028  
(760) 723-2010



Tuesday, 23 November, 2021

Attn: Teresa Jennings

Property Address:  
San Luis Rey Training Center  
5772 CAMINO DEL REY  
BONSALL, CA 92003

Re: Initial - Fire & Life Safety on November 23 2021

## NOTICE OF INSPECTION - COMPLETED

**CONGRATULATIONS**, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspection Notes:

.....  
This facility was deferred to NCFPD Fire Prevention Bureau personnel who is handling the inspection.  
.....

Inspector:

  
Fire Protection Spec. Aaron Murg

amurg@ncfire.org

760-723-2042

Property Representative:

\_\_\_\_\_



# City of Arcadia

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## Fire Department

Barry R. Spriggs  
*Fire Chief*

June 15, 2022

California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of July 1, 2022, through December 10, 2022.

It is requested that this letter be accepted as the report of that inspection. During the inspection no serious fire or life safety code violations were noted, and all permitted uses may continue.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned racing dates at Los Angeles Turf Club, Arcadia, California.

Sincerely,

Mark Krikorian  
Fire Marshal

cc: Nate Newby, Senior Vice President & General Manager, L.A.T.C.  
Jason Spetnagel, Vice President of Operations, L.A.T.C.  
Ed Martinez, Director of Facilities & Grounds, L.A.T.C.  
Joshua Funk, Fire Marshal, L.A.T.C.

710 South Santa Anita  
Avenue  
Arcadia, CA 91006  
(626) 574-5100  
(626) 446-7410 (fax)  
[www.ArcadiaCA.gov](http://www.ArcadiaCA.gov)



DELMART-01

MORRISONA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (925) 416-7862      FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b>  Del Mar Thoroughbred Club PO Box 700 Del Mar, CA 92014	<b>INSURER A : Arch Insurance Company</b> 11150	
	<b>INSURER B : State Compensation Insurance Fund of CA</b> 35076	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SNCGL1800902	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SEXUAL ABUSE MO \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUTO83102	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			SNFXS0087702	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			927286822	3/31/2022	3/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Evidence of Coverage

<b>CERTIFICATE HOLDER</b>  California Horse Racing Board (CHRB) 1010 Hurley Way, Suite 300 Sacramento, CA 95825	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## EXHIBIT 14

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### **TIP SHEETS:**

John Acquarelli  
**Duke's Racing Selections**  
2317 Hogan Way  
Oceanside, CA 92056

Toby Turrell  
**Winners**  
532 ½ #D Via de la Valle  
Solana Beach, CA 92075

Bruce M. Andrews, Jr  
**Deuce Bruce**  
5910 Rancho Mission Rd  
San Diego, CA 92108

Jeff Bohland  
**Bob's Card, Inc.**  
16803 Ernest Avenue  
Cleveland, OH 44256

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### **SADDLERY SERVICES:**

Frank Wipfli  
**Western Saddlery, Inc.**  
7038 Commerce Circle  
Pleasanton, CA 94588

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### **MISCELLANEOUS CONCESSIONS/SERVICES:**

Tony Vasquez  
**Garda Cash Logistics**  
8807 Complex Drive  
San Diego, CA 92123

Rayetta Burr  
**Benoit & Associates, Inc.**  
Track Photographers  
PO Box 60014  
Arcadia, CA 91066-6014

**Del Mar Doxx-A.J. Foster**  
Track Physicians  
380 Stevens Ave., Ste 100  
Solana Beach, CA 92075

Michael Costello  
**United/Puett Electrical**  
**Starting Gates**  
224 Tater Hill Rd.  
East Haddam, CT 06423

Brent Gulley  
**Gulley's Livestock Disposal**  
10272 Juniper Rd.  
Oak Hills, CA 92344-0304

Deven Owen  
**West Coast Feed**  
PO Box 893007  
Temecula, CA 92589

Gary S. Bell  
**Citrus Feed**  
PO Box 249  
La Verne, CA 91750

Angel P. Unamuno  
**Angel's Feed**  
4518 Rowland Ave.  
El Monte, CA 91731

Cristobal Virgen  
**Cristobal Virgen Shoe Shine**  
1057 Gai Drive  
San Diego, CA 92130

Chris Aplin  
**Chris Aplin Barbershop Services**  
285 W. Huntington Drive  
Arcadia, CA 91007

Promotional/Marketing budget for prior race meeting: Advertising: \$132,465 - Promotions: \$102,046 - Communications: \$61,737 - Other \$1,662 TOTAL \$297,909

- C. Number of hosts and hostesses employed for meeting: We employ approximately 22 customer service representatives on weekdays (Fridays) and 35 on weekend (Saturdays and Sundays).
- D. Describe facilities set aside for new fans. At Del Mar, virtually the entire facility is considered a new fan area, with customer service locations on every floor and in every betting area that our fan base will enter, with a complete staff of customer service representatives available for guidance, support and assistance. In addition, a large portion of new fans are introduced to racing through our Group Sales department which provides customized introductions to racing or the day's card tailored to individual groups. Del Mar also offers a variety of free seminars and handicapping education for the more serious newcomers.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit: ATTACHED
  - 1. Horsemen Attached
  - 2. Fans Attached
  - 3. Facilities in the restricted areas Attached

**19. SCHEDULE OF CHARGES**

- A. List proposed charges. Note any changes from the previous year. ATTACHED
  - Admission (general)
  - Admission (clubhouse)
  - Reserved seating (general)
  - Reserved seating (clubhouse)
  - Parking (general)
  - Parking (preferred)
  - Parking (valet)
  - Programs (on-track)
  - (off-track)
- B. Describe any "Season Boxes" and "Turf Club Membership" fees.
- C. Describe any "package" plans, such as combined parking, admission, and program.

**20. JOCKEYS/DRIVERS' QUARTERS**

- A. Check the applicable amenities available in the jockeys/drivers' quarters.
  - Corners (lockers and cubicles) How many 73
  - Showers  Steam room, sauna, or steam cabinets  Lounge area
  - Masseur  Food/beverage service  Certified platform scale
- B. Describe the quarters to be used for female jockeys/drivers. Female jockey quarters include a separate locker area (2), shower area, sauna area and lounge area.

## **18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT**

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:

### **1. HORSEMEN**

- Replacement of stairways, balconies and shed row posts in stable area living quarters (restricted area) – on-going.
- Replacement of flooring, doors, locks, and window screens in living quarters (restricted area) – on-going.
- Upgrade of morning workout lighting (restricted area) – on-going.
- Repair of all stable area smoke detectors (restricted area) – on-going.
- Replacement of water service to miscellaneous barns in stable area (restricted area) – on-going.
- Backfill of all stable area stalls with decomposed granite (restricted area) – on-going.
- Renovation of miscellaneous restrooms, tack rooms and living quarters in stable area (restricted area) – on-going.
- Replacement of exterior electrical outlets and wall lights in stable area (restricted area) – on-going.
- Clean and screen all stable area shed-drains and roadways due to rocks and debris (restricted area) – on-going.
- Clean and dig-out all stable area wash racks and storm drain boxes (restricted area) – on-going.
- Re-grading of main dirt track (restricted area) – on-going.
- Repair camera towers and replace worn track rail and mirror padding (restricted area) – on-going.

### **FANS**

- Installation of Sneeze Guards at all teller locations.
- Resurface exterior exit stairs in Clubhouse Terrace
- Repair decking in Clubhouse and Stretch Run
- Increased safety and fire prevention by adding roving fire captain to grounds during racing hours.
- Increase the frequency of power washing seating areas.
- Upgrade tables/seating in Paddock view restaurants – on-going.
- Painting grandstand seating, railings and restroom doors – on-going.
- Replacement of television monitors with flat screen monitors throughout facility and the addition of more to increase fan needs – on-going.
- Installation of wireless technology throughout the facility to enhance the mobile app experience - on-going.
- Replace all restaurant and box seating chairs in grandstand – on-going.
- Enhance general admission seating by adding picnic tables on apron.
- West Lawn shade area added with additional seating, mutuels, bars and video board for family and group guests
- Enhance concession food options in Plaza de Mexico
- Replace rubber pavers on horse path in Clubhouse

1. Facilities in the restricted areas: [SEE 18-E-1](#)

## 19. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from the previous year. Price changes from 2021 noted below.

### Fall Meet 2022

Admission	\$6.00 (\$3.00 with Diamond Club)
<u>*Reserved Seating</u>	\$8.00 Thanksgiving Day and Friday \$12.00 Sunday and Opening Day \$14.00 Saturday (includes admission)**
Parking (general, single day)	\$10.00 (Opening Day *\$15.00)
Parking (general, advance Discount Book of 5)	\$25.00
Parking (valet)	\$20.00
Programs (on-track)	Included with paid admission
Programs (off-track)	\$2.25

### \*Proposed Changes:

- \*Reserved Seating increased \$4.00 on Thanksgiving Day and Friday, increased \$6.00 on Sunday and Opening Day, and increased \$6.00 on Saturday.
- \*\* Seat prices include admission in fall of 2022

- B. Describe any "Season Boxes" and "Turf Club Membership" fees:  
No Changes from Fall 2021 in Season Boxes or Turf Club fees:

Annual Turf Club Membership (2 persons):	\$1,500.00
Annual Turf Club Membership (1 person):	\$1,100.00
Daily Turf Club Admission (member guests):	\$20.00
Daily Turf Club Admission (non-member):	\$60.00
Stretch Run & Clubhouse Season Box Seats:	\$85 - \$100 per seat
Season Reserved Seat:	\$70.00

- C. Describe any "package" plans such as combined parking, admission and program:  
Turf Club memberships include valet parking. All paid admissions and seat or table tickets include official programs. All seat and table tickets include admission in 2022.

**21. BACKSTRETCH EMPLOYEE HOUSING**

- A. Inspection of backstretch housing was completed by CHRB staff on June 10, 2022.
- B. Number of rooms used for housing on the backstretch of the racetrack: 665
- C. Number of restrooms available on the backstretch of the racetrack: 253
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: Restroom facilities available on the backstretch 253. Estimated ratio to the number of personnel - 1 restroom facility per 4 backstretch employees.

**22. TRACK SAFETY**

- A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition. The main track surface is a Dirt Running Surface. The surface consists of a 10" sandy loam on top of a layer of decomposed granite and 6" round perforated drain pipe on top of the existing dirt sub-base. The turf course consists of GN-1 Bermuda grass sod with a growing medium consisting of 9" of silica sand mixed with peat and turf grids blended into the top 6".
- C. The percent of cross slope in the straightaways is: 2.5%  
The percent of cross slope in the center of the turns is: 5%
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Main Track: Fontana Inner rail: Aluminum. Outer rail: Galvanized Steel Tubing. Inner rail supports: Aluminum with 33" offset. Coverings: Fontana Safety panels. Approximate height of the top inner rail: 40". Turf Track: Inside running rail: Mawsafe pvc injection molded. Inside rail supports: Mawsafe pvc with 16" offset. Approximate height: 47". Outside running rail of the turf course is the same as the inside rail. Outside rail supports are the same as the inside rail supports. Approximate height 47".
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Tom Robbins, Executive VP Racing
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

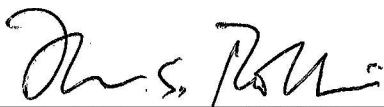
**23. DECLARATIONS**

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state):
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)
- E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state):
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No Exceptions

**NOTICE TO APPLICANT:** Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

**24. CERTIFICATION BY APPLICANT**

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

X   
 \_\_\_\_\_  
 Signature

TOM ROBBINS

EXECUTIVE VP RACING

8/11/2022

8/11

Print Name

Print Title

Date

**EXHIBIT 16**

**DEL MAR THOROUGHBRED CLUB - UNION CONTRACTS CURRENTLY IN NEGOTIATION**

<b>UNION</b>	<b>SIGNATORY ASSOCIATIONS</b>	<b>JOB CLASSIFICATION</b>	<b>CONTRACT DATES</b>
Teamsters Local 495 Auto Park	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Auto Park	July 2021 through June 30, 2024
Teamsters Local 495 Clockers/ Outriders	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Clockers / Outriders	July 2021 through June 30, 2024
Teamsters Local 495 Starters	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Starters	July 2021 through June 30, 2024
Teamsters 495 Racing	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing Officials	July 2021 through June 30, 2024
SEIU Local #280	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex SCOTWINC	Mutuels	Jan 1, 2020 through Dec 31, 2022
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing	In Negotiations
Local #89	Del Mar Thoroughbred Club	Laborers	In Negotiations
Local #542	Del Mar Thoroughbred Club	Tractor/Truck Drivers	In Negotiations
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club	Admissions / Public Events / Security / Janitorial	In Negotiations

# 23.C RACE-DAY FUROSEMIDE AGREEMENT

## 3<sup>rd</sup> PARTY LASIX ADMINISTRATION AGREEMENT

This 3<sup>rd</sup> Party Lasix Administration Agreement (this "Agreement") is entered into as of APRIL, 2022 (the "Effective Date") by and between the Del Mar Thoroughbred Club, Inc. ("DMTC"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT") and each individually a "Party" and collectively the "Parties".

### RECITALS

- A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.
- B. CHRB Rule 1845 further requires that the agreement described DMTC's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.
- C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

### AGREEMENT

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledge, DMTC, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on July 10, 2022 and shall continue through December 1, 2022 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this Agreement upon twenty-four (24) hours' notice.
2. **COST TO HORSEMEN** The owner shall pay to DMTC (on a per administration basis) an amount equal to forty dollars (\$40) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. DMTC may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

3. **NUMBER OF VETERINARIANS AND TECHNICIANS** DMTC shall initially hire one (1) furosemide veterinarian and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If DMTC decides, after consultation with the TOC and CTT that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, DMTC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. **RACE DAY LASIX ADMINISTRATION PROGRAM**

a. By way of this Agreement, each individual Thoroughbred Owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. **TOC and CTT COVENANTS**

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred Trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws and regulations which are necessary for the Thoroughbred Trainer to comply with in order to effectuate the purpose of this Agreement.

6. **MISCELLANEOUS**

a. Entire Agreement; Amendment. This Agreement, including the Exhibits, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity and performance, shall be governed, construed and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

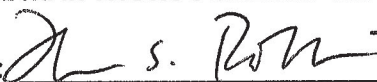
d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC, TOC and CTT. Except for DMTC, TOC and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

The Parties have entered into this Agreement as of the date first written above.

**DEL MAR THOROUGHBRED CLUB, INC.**

By:   
Name: Tom Robbins  
Title: Executive V.P. Racing  
Date: April 1, 2022

**CALIFORNIA THOROUGHBRED TRAINERS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THOROUGHBRED OWNERS OF CALIFORNIA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.


d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

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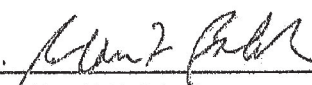
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The Parties have entered into this Agreement as of the date first written above.

**DEL MAR THOROUGHBRED CLUB, INC.**

By:   
Name: Tom Robbins  
Title: Executive V.P. Racing  
Date: April 1, 2022

**CALIFORNIA THOROUGHBRED TRAINERS, INC.**

By:   
Name: Alan F. Balch  
Title: Executive Director  
Date: April 8, 2022

**THOROUGHBRED OWNERS OF CALIFORNIA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

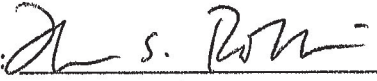
d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC, TOC and CTT. Except for DMTC, TOC and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

The Parties have entered into this Agreement as of the date first written above.


**DEL MAR THOROUGHBRED CLUB, INC.**

By:   
Name: Tom Robbins  
Title: Executive V.P. Racing  
Date: April 1, 2022

**CALIFORNIA THOROUGHBRED TRAINERS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THOROUGHBRED OWNERS OF CALIFORNIA, INC.**

By:   
Name: Mary W. Forney  
Title: Executive Director  
Date: April 12, 2022

## **3<sup>rd</sup> PARTY LASIX ADMINISTRATION AGREEMENT**

- 1. EXHIBIT A  
DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL – ATTACHED**
- 2. EXHIBIT B  
MEDICATION ADMINISTRATION PROTOCOL – ATTACHED**

## EXHIBIT A

### **DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL**

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to 5cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

7. The trainer of any horse to be entered in a race at Del Mar shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Del Mar or have arrived at Del Mar no later than 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if DMTC personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at Del Mar or have not arrived at Del Mar by 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Del Mar that the horse will occupy prior to the race no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if DMTC personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Del Mar no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Del Mar, if the horse is not stabled at Del Mar, DMTC security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

## EXHIBIT B

### MEDICATION ADMINISTRATION PROTOCOL

1. Furosemide Veterinarian highlight their assigned horses on treatment sheet.
2. The furosemide coordinator, furosemide veterinarian and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
  - a. All furosemide eligible horses are assigned to a veterinarian or technician.
  - b. Only one furosemide veterinarian or technician is assigned to each horse.
  - c. Furosemide ineligible horses are not assigned for furosemide treatment.
  - d. Scratches, medication status changes and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technicians, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

a. The furosemide veterinarian, or technician, shall:

i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions.

iii. Confirm the horse's identify by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

\*\*If the identify of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or, if applicable, assist in identifying the horse through physical description or microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250mg of furosemide intravenously unless an alternative dose of not less than 150mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement.

\*\*In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program with:

i. Time of administration.

ii. Barn/stall (if not previously noted)

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form.

f. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.



2022

**FALL RACE MEET AGREEMENT**

BETWEEN

**DEL MAR THOROUGHBRED CLUB**

AND

**THOROUGHBRED OWNERS OF  
CALIFORNIA**

NOVEMBER 9, 2022 – DECEMBER 6, 2022

## TABLE OF CONTENTS

I. RACE MEET.....	1
II. PURSE DISTRIBUTION .....	2
III. DISTRIBUTION ESTIMATION.....	2
IV. DAILY MUTUEL HANDLE.....	3
V. GROSS RACING DISTRIBUTION .....	4
VI. TOC AND CTT DISTRIBUTIONS.....	4
VII. NET RACING DISTRIBUTION.....	4
VIII. RACING PROGRAMS .....	5
IX. UNIFORMITY AND CONSISTENCY.....	13
X. CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS.....	13
XI. NUMBER OF HORSES IN A RACE .....	14
XII. MAIDEN AND CAL-BRED RACES .....	14
XIII. STALL ASSIGNMENTS .....	15
XIV. HOLDING (TRANSIT) BARN.....	16
XV. FIRST POST TIME .....	16
XVI. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE .....	16
XVII. STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES .....	16
XVIII. ACCESSIBILITY TO TRACK .....	17
XIX. ANTI-MONOPOLY PROVISION.....	17
XX. CREDENTIALS .....	17
XXI. TRAINING FACILITIES.....	18
XXII. OWNERS' PROPRIETARY RIGHTS.....	18
XXIII. RACE SPONSORSHIPS .....	19
XXIV. INTRASTATE SIMULCASTING.....	19
XXV. INTERSTATE SIMULCASTING (EXPORT).....	19
XXVI. INTERSTATE SIMULCASTING (IMPORT).....	20
XXVII. INTERNATIONAL SIMULCASTING (EXPORT).....	21
XXVIII. INTERNATIONAL SIMULCASTING (IMPORT).....	21
XXIX. INTRASTATE ADVANCE DEPOSIT WAGERING (“ADW”) .....	21
XXX. DAILY FANTASY SPORTS .....	24

XXXI. FIRE AND DISASTER INSURANCE .....	24
XXXII. TOC COVENANTS .....	24
XXXIII. TRACK COVENANTS .....	24
XXXIV. MUTUALITY .....	25
XXXV. DEFAULT .....	25
XXXVI. INCONSISTENT LANGUAGE.....	25
XXXVII. FUTURE RACE MEET AGREEMENTS .....	25
XXXVIII. NOTICES .....	26
XXXIX. SUCCESSORS AND ASSIGNS .....	26
XL. MODIFICATIONS.....	26
XLI. INTERPRETATION.....	27
XLII. RESERVATION OF RIGHTS .....	27
EXHIBIT A 2022 DEL MAR FALL STAKES SCHEDULE* .....	28
EXHIBIT B 2022 DEL MAR FALL OVERNIGHT PURSE SCHEDULE* .....	29
EXHIBIT C INTERSTATE SIMULCAST AGREEMENTS .....	30
EXHIBIT D INTERNATIONAL SIMULCAST AGREEMENTS.....	31
EXHIBIT E APPROVED ADW PROVIDERS .....	32
EXHIBIT F FIRE AND DISASTER INSURANCE.....	35
EXHIBIT G MEDICATION REFORMS.....	36

# **2022 FALL RACE MEET AGREEMENT**

## **Del Mar Thoroughbred Club**

**November 9, 2022 through December 6, 2022**

THIS AGREEMENT is entered into by and between Del Mar Thoroughbred Club (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2022 Fall Meeting, except as otherwise provided herein.

### **RECITALS**

WHEREAS, TRACK is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the *Business and Professions Code* of the State of California; and

WHEREAS, TOC is the duly organized owners' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California; and

WHEREAS, TRACK and TOC, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, TOC, its members, and racing patrons, and for the purpose of providing for an orderly and uniform method of stakes and overnight purse distribution by TRACK, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

### **AGREEMENT**

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

#### **I. RACE MEET**

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing November 9, 2022, through December 6, 2022 which meet is hereinafter referred to as the "2022 Fall Meet." Live racing will commence November 11, 2022 and conclude December 4, 2022.

## II. PURSE DISTRIBUTION

TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code*. All monies available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

TRACK further agrees that its Horsemen's Bookkeeper will make owners' purse monies available upon request forty-eight (48) hours after the race is declared official for pari-mutuel purposes, regardless of whether TRACK has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the California Horse Racing Board.

## III. DISTRIBUTION ESTIMATION

Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of the 2022 Fall Meet, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this Agreement and law. However, if at the close of the 2022 Fall Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK.

In the event that there is an underpayment from the 2022 Fall Meet that is equal to or less than the current cumulative combined Summer and Fall Meet underpayment from purses as of December 31, 2021 ("cumulative underpayment"); the entire underpayment from the 2022 Fall Meet shall be applied to the cumulative underpayment except for any amounts that TOC and TRACK agree to carry over to future meets to maintain existing purse levels.

Any deficiency underpayment required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2022 Fall Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2022 Fall Meet, to the commencement of the 2023 Summer Meet or 2023 Fall Meet as determined by TOC and Track. The deficiency shall be based on actual purse monies collected by Track from intrastate and international satellite locations and advanced deposit wagering providers. One Hundred Percent

(100%) of the interest generated on the actual purse monies collected by Track shall be used for purses during TRACK's next meet commencing in 2023.

Investments will be in accordance with TRACK's investment policy, a copy of which will be provided to TOC at least thirty (30) days prior to the start of the meet.

Representatives of TRACK and TOC shall consult with each other during the 2022 Fall Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2022 Fall Meet and not less than a bi-weekly basis during the 2022 Fall Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2022 Fall Meet.

#### **IV. DAILY MUTUEL HANDLE**

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2022 Fall Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the final average daily purse generation will be meaningfully less than the 2021 average daily purse generation, or in the event the purse projections for the 2022 Fall Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure, including overnight stakes; e.g., if overall purses are reduced by ten percent (10%), then the total stakes program shall be reduced by ten percent (10%), and the total overnight purse schedule, including overnight stakes, shall be reduced by ten percent (10%), provided however, that stakes will not be reduced if the total projection to be paid for stakes is not in excess of twenty-five percent (25%) of the Net Distribution for the 2022 Fall Meet. TRACK shall not decrease purses without prior written consent from TOC, which consent shall not be unreasonably withheld. In no event shall the TRACK be obligated to supplement purse funds.

Unless otherwise agreed by TOC, any increase or decrease in overnight purses shall be applied across all types and conditions of overnight races in the same relative proportions; e.g., if overnight purses are decreased or increased by ten percent (10%), then the purse for each type and condition of overnight race shall be decreased or increased by ten percent (10%), as the case may be, subject to such "rounding" as may be agreed upon by TRACK and TOC.

TRACK shall furnish TOC, upon request, all supporting documents pertaining to pari-mutuel handle, breakage, and purse distribution as may be applicable.

By each Wednesday following a race week ending on a Sunday (or Monday holiday), TRACK shall furnish to TOC a meet-to-date report representing purses paid, purses generated, and the current over/under purse payment position. Notwithstanding, within seventy-two hours of a request, TRACK shall furnish TOC, all supporting documentation pertaining to pari-mutuel handle, breakage, and purse distribution as may be applicable.

**V.**  
**GROSS RACING DISTRIBUTION**

Whenever the term "Gross Racing Distribution" is used herein, it shall mean those portions of the funds handled in TRACK's pari-mutuel pools which TRACK is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California *Business and Professions Code*, including but not limited to, Sections 19491(b), 19491.5, 19491.6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, and 19616.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2021 Meet as provided in Section 19601(d) of the California *Business and Professions Code*.

Gross Racing Distribution does not include amounts paid as owners' premiums, breeders' awards, Stallion awards, or California-bred incentive awards pursuant to the provisions of the *Business and Professions Code* Sections 19616 and 19617 actually received by TRACK, but does include decreases as provided in Section 19613.5 to compensate TRACK for actual losses sustained in pari-mutuel minus pools.

**VI.**  
**TOC AND CTT DISTRIBUTIONS**

TRACK shall pay to TOC and CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2022 Fall Meet the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, TRACK shall pay one percent (1%) of the amount available to Thoroughbred horses for purses to TOC and one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision may be referred to sometimes collectively as "TOC and CTT Distribution."

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2022 Fall Meet commencing November 9, 2022; the final payment shall be made on or before 10 calendar days following the close of the 2022 Fall Meet. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

**VII.**  
**NET RACING DISTRIBUTION**

Whenever the term "Net Racing Distribution" is used herein, it shall mean the balance of funds constituting Gross Racing Distribution less:

1. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California *Business and Professions Code*;
  2. Funds authorized by TOC to be paid to NTRA as authorized in Section 19613.05(a) of the California *Business and Professions Code*, if applicable; and,
  3. Cal-bred Maiden Bonus Program – Funds designated by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California
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Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses for the 2022 Fall Meet a sum not less than 95-3/4% of the Gross Racing Distribution generated for the 2022 Fall Meet, and will pay the remaining up to 4-1/4% as set forth in Section 19613(b) and 19613.05(a) of the California *Business and Professions Code*.

By way of example only, and solely for clarification, if at said 2022 Fall Meet, TRACK's Gross Distribution was \$1,000,000.00, TOC would receive one percent (1%), \$10,000.00; 1-1/2% would be distributed to the CTT and to the Horsemen's pension fund as required by law. Up to 1-3/4% would be distributed to TOC for NTRA. The Net Distribution would be Nine Hundred Fifty-Seven Thousand Five Hundred Dollars (\$957,500.00).

Except as otherwise agreed upon herein, TRACK shall pay to overnight purses during the 2022 Fall Meet, as additional monies, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during the 2022 Fall Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies shall be considered part of the Gross Racing Distribution. TRACK shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California *Business and Professions Code* and one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California *Business and Professions Code*.

Track and TOC agree that based on information available as of the date of this Agreement the current balance in the purse account is estimated to be approximately \$3,848,274 underpaid, as set forth in Exhibit H, and that Exhibit H sets forth a reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit H or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit H, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or underages; provided, however, (i) that such increase or decrease may only occur with the prior written consent from TOC, which consent shall not be unreasonably withheld, and (ii) in no event shall Track be obligated to supplement purse funds.

## **VIII. RACING PROGRAMS**

### **A. Stakes Program**

From the total purse distribution available for the 2022 Fall Meet, not more than One Million Nine Hundred and Fifty Thousand Dollars (\$1,950,000) (pending final approval by TOC)

of horsemen's money shall be paid as stakes unless otherwise agreed upon by TRACK and TOC in accordance with the schedule attached hereto and made a part hereof as Exhibit "A."

When a division of a stakes event is deemed appropriate by TRACK, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight monies. Should TRACK desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, TRACK shall obtain the prior written approval of TOC for such a purse increase. TRACK shall not split a stakes race without first obtaining the approval of TOC, which approval will not be unreasonably withheld.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for all Race Meetings to be conducted by it to TOC six (6) months, but in no event less than four (4) months, prior to the first (1<sup>st</sup>) day of the subject Race Meeting. TRACK further agrees to commence negotiations with respect to Exhibit "A" at least six (6) months prior to the first day of subsequent Race Meetings.

Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as a scheduled or overnight stakes events, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance, or other criteria set by the ICSC.

TRACK shall not cancel any non-overnight stakes races without first obtaining the approval of TOC.

All stakes races offered with purses of \$100,000 or more, excluding invitational and Breeders' Cup-enhanced races, shall be guaranteed money events and all stakes races offered with purses less than \$100,000 shall be run as added money events.

If all fees contributed by owners for all guaranteed stakes races including but not limited to nomination fees, entry fees, starting fees and supplemental fees, bring the total purse monies above the guaranteed amount for all guaranteed stakes races, the excess will be used for overnight purses.

If all fees contributed by owners for all guaranteed stakes races including but not limited to nomination fees, entry fees, starting fees and supplemental fees, result in the total purse monies being less than the guaranteed amount for all guaranteed stakes races, the deficit will be made up from overnight purse money.

The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees and supplemental fees previously announced for the above-referenced guaranteed stakes races, shall not be reduced during the course of the 2022 Fall Meet. Each guaranteed stakes race to be run during the 2022 Fall Meet shall require total fees of at least one

percent (1%) for each starter. All graded stakes races to be run during the 2022 Fall Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

For all stakes races offering a purse of \$100,000 or more horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel who are equipped with a video camera, a communications device and a notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner. TRACK and TOC agree that this policy may be revisited and modified at any time during the period of this Agreement, provided TRACK and TOC mutually agree.

#### **B. Overnight Program**

TRACK is encouraged to, and may from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, and purse monies paid there under shall not be deemed a part of the total stakes purses for a Race Meeting. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, or starting fee. The same scratch policy shall apply as in normal overnight races. TOC agrees initially to the Overnight Stakes Schedule included in Exhibit A.

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race, or any type of racing other than thoroughbred racing as provided for herein during TRACK's 2022 Fall Meet.

Purses paid for overnight races during the 2022 Fall Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the written consent of TOC.

During the term of the Agreement, TRACK and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows (pending final TOC approval)

1. The minimum claiming price, other than maidens, will be \$8,000;
  2. The minimum purse, for all races other than maiden races, during the 2022 Fall Meet shall be \$23,000;
  3. The minimum claiming price for maidens will be \$20,000 provided further that the minimum claiming price offered in Cal-Bred maiden races will be \$50,000;
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4. The minimum purse for maiden races, during the 2022 Fall Meet, shall be \$25,000;
5. Purses for straight maiden races shall be a minimum of \$70,000;
6. Purses paid for two- and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;
7. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;
8. Minimum qualifying winning claiming levels for purposes of the Cal-bred Race Fund Incentives shall be \$40,000;
9. Overnight purses shall not exceed Seventy Six Thousand Dollars (\$76,000) for each such race written, provided further that overnight stakes purses shall not exceed One Hundred Thousand Dollars (\$100,000.00) for each such race written, excluding supplements from the Cal-Bred Race Fund or any other supplements;
10. Purses for all races run during the 2022 Fall Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
  - Sixty percent (60%) of the purse to the winning owner.
  - Twenty (20%) for second;
  - Twelve (12%) for third;
  - Six (6%) for fourth; and,
  - Two (2%) for fifth.
11. A "Participation Purse" in the amount of \$500 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.
12. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run
13. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least seven separate wagering interests in the race; and,

14. TRACK agrees to use a “date system” that is mutually agreed to by TOC, TRACK and the other Southern California Thoroughbred racing associations.

**C. California-Bred Incentive Program and Allowance Purse Increase**

1. An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.
2. In the event overnight purses are increased in accordance with Article IV of this Agreement, retroactive increases shall be made in the Cal-Bred incentive and Allowance Purse increase programs described in this Article unless otherwise specifically agreed to by TRACK and TOC.

**D. Other Conditions**

During the term of the Agreement, TRACK and TOC agree that the following terms and conditions shall apply:

1. TRACK will schedule only thoroughbred racing during its 2022 Fall Meet;
2. For each week of the Meet, Track shall use its best efforts to card a minimum of seven (7) races on weekdays and nine (9) races on Holidays, Saturdays and Sundays (the “Minimum Race Levels”). In the event that Track believes there are insufficient horses to fill the Minimum Race Levels or other reasons to reduce the Minimum Race Levels for any day, Track shall immediately notify the TOC of its concerns and the parties shall discuss in good faith what, if any, reduction in the Minimum Race Levels should be made for such day or to eliminate a race day. In no circumstance shall Track card less than the Minimum Race Level or eliminate a race day without the prior consultation with and consent of the TOC pursuant to this paragraph, which consent shall not be unreasonably withheld.

3. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2022 Fall Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;
  4. The following are the workout criteria that will be in effect for the 2022 Fall Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2022 Fall Meet are as follows:
    - (a) For distances up to 5 ½ furlongs, all first-time starters must have a minimum of three timed workouts, one at least 1/2 of a mile. For distances six-furlongs and beyond, all first-time starters must have at least three timed workouts, one at a minimum of a 5/8 of a mile
    - (b) Horses which have not raced in 90 days: 3 works, with at least two works during the last 60 days—one of which shall be at least 5/8 mile; and one work during the last 30 days.
    - (c) Horses, which have not raced in 60 days: two works, with one during the last 30 days.
    - (d) Horses which have not raced in 30 days: one work at least 3/8-mile within those 30 days.
    - (e) Horsemen seeking to run a horse not meeting the workout criteria must obtain the permission of the Stewards.
    - (f) Imported Horses: The workout requirement will be waived for horses entering in a race within fourteen (14) days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;
  5. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2022 Fall Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 Fall Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.
  6. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race. The scratch of a bona fide entry is permitted only for the
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purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Racing Secretary and the Board of Stewards;

7. TRACK agrees to use an "Also Eligible List" containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).
8. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.
9. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere, receive the same number of entries, TRACK shall use its best efforts to ensure that the race published in the Condition Book is considered the preferred race, and will be utilized before any Extra Race to make the card go. Further, should TRACK elect to use an Extra (that was not a Condition Book "overfilled" race or a Condition Book "failed to fill" race) over a filled Substitute race, it shall notify TOC as soon as it is practical. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.
10. If and when allowed by government regulations, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.
11. TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes shall be the guest of the racetrack in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service; on that date the complimentary dining will be provided for a maximum of four (4) individuals per horse competing (restaurants and meals/drinks may be amended based on government regulations) ; further TRACK agrees to provide to the owner of a horse that starts in a Grade I or Grade II Stakes Race during the 2022 Fall Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said saddle towels will be provided at TRACK's expense without right of reimbursement from TOC, the

individual owners, and/or their trainers. A “starter” means any horse that leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

12. TRACK agrees to provide to TOC free, front side office space, acceptable to TOC, during TRACK's 2022 Fall Meet; and,
13. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such InCompass services data as is reasonably available and necessary to respond to TOC's request.
14. TRACK agrees to maintain, at no cost to TOC, appropriate “Finish Line” signage, equal in size and character to its own, in the first position past the finish lines on both the dirt and turf tracks during the TRACK's 2022 Fall Meet.
15. TRACK agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.
16. TOC understands and agrees that the TRACK has adopted a No-Slaughter Policy (“Policy”), which shall be in effect during the Meet. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a TRACK facility or competing in a race run at TRACK, who directly or indirectly participates in the transport of a horse from TRACK or other TRACK owned or operated facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at TRACK, or other off-track stabling facility over which TRACK exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from TRACK or other TRACK owned or operated facility where the ultimate intended result is the horse's slaughter.
17. TRACK AND TOC have mutually agreed to medication reforms which are specified in Exhibit G of this Agreement.

**IX.**  
**UNIFORMITY AND CONSISTENCY**

TRACK and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for the 2022 Fall Meet shall represent the standard or "norm" for the 2022 Fall Meet. TRACK shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book, provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated for the 2022 Fall Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC, which will not be unreasonably withheld.

TRACK agrees that, in preparing its Condition Book, only one distance shall be prescribed for each race. If, however, the race is subsequently taken at an alternate distance, then, and in that event, the distance prescribed in the Condition Book shall have preference if the race fills at the prescribed distance even if more entries are taken for the alternate distance than for the distance prescribed in the Condition Book.

TRACK agrees to submit to TOC at its principal office in Del Mar its camera-ready draft of the proposed first Condition Book at least forty-eight (48) hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

TRACK further agrees to meet with TOC within five (5) calendar days after the issuance of each Condition Book to discuss and review suggestions for the next Condition Book.

TRACK agrees to use its best efforts to make its first Condition Book for the 2022 Fall Meet available to horsemen at least ten (10) days prior to opening day.

TRACK will make available Condition Books to horsemen at least five (5) calendar days prior to the first race provided for in the Condition Book.

TRACK agrees that each Condition Book will provide for at least two weeks of racing, except for the last Condition Book. TRACK agrees that each Condition Book will include an index of races contained in said book.

**X.**  
**CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS**

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2022 Fall Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set forth in the First Condition Book and Schedule of Overnight Purses attached as Exhibit B, nor

shall TRACK change or modify the conditions of the meeting set forth on TRACK's application form or contained within the First Condition Book.

**XI.**  
**NUMBER OF HORSES IN A RACE**

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2022 Fall Meet, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has discretion to use overnight stakes, allowance, and/or high-priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

If not run as originally scheduled, TRACK will use its best efforts to reschedule the race in question or a similar race as an "extra" race within the next three (3) racing days. TRACK will notify TOC of cancellation of such races, listing the names of the horses that did enter.

**XII.**  
**MAIDEN AND CAL-BRED RACES**

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2022 Fall Meet, and are ready to participate in such scheduled races, TRACK will run an average of not less than 2.5 maiden races per day during the 2022 Fall Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

It is also understood and agreed that TRACK will use its best efforts to provide one (1) race on each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the California Horse Racing Board Rules and Regulations. In the event a Cal-Bred race does not fill and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

A Cal-Bred overnight race shall not be opened up in the event there is a minimum of seven (7) betting interests entered as Cal-Bred horses provided that such horses are stabled on the grounds of Del Mar or another approved auxiliary offsite stabling facility in Southern California, provided further that when six (6) horses are entered in a Cal-Bred allowance or Cal-Bred overnight stakes race under six (6) separate wagering interests, such races shall be considered filled and shall run.

The provisions of Article XI relating to listing the names of the horses that did enter shall also apply.

### **XIII. STALL ASSIGNMENTS**

TRACK shall during the 2022 Fall Meet provide a minimum of 700 stalls and horse pens in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason or membership of any owner in TOC, or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC for examination, and TOC shall then believe the claim to have merit, it shall then be entitled to present the merits of the grievance on behalf of such owner to TRACK.

TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run at the 2022 Fall Meet. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

It is the intention of TRACK that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested upon the availability of stall space and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such race meet.

TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should there be availability TRACK may allocate space for up to ten (10) pens per trainer (pens will be owned and provided for by trainer). If TRACK determines that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to insure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements.

TRACK agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to the 2022 Fall Meet, be open, available, and in condition for training at no charge to horsemen at least five (5) days prior to the opening of the 2022 Fall Meet.

TRACK agrees that it will provide the following: stalls available by November 6; main track available November 7.

TRACK agrees that the main track will be open, available and in condition for training at no charge to horsemen for at least two (2) days following the close of the 2022 Fall Meet.

**XIV.  
HOLDING (TRANSIT) BARN**

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2022 Fall Meet.

**XV.  
FIRST POST TIME**

All Post times for the 2022 Fall Meet must be submitted for approval of the CHRB in TRACK's initial application for license. Any changes in Post time following the opening of the 2022 Fall Meet must be submitted concurrently to CHRB and TOC.

**XVI.  
INTERRUPTED RACING SCHEDULES: FORCE MAJEURE**

If TRACK for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of TRACK to obtain the necessary racing license from the California Horse Racing Board; failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of TRACK by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by TRACK hereunder shall be proportionately reduced for each day that TRACK is prevented from operating.

**XVII.  
STABLING AT AND VANNING FROM  
AUXILIARY STABLING FACILITIES**

TRACK shall, at least sixty (60) days prior to the opening of its 2022 Fall Meet, notify the California Horse Racing Board and TOC which approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facilities other than such compensation as provided in the California Horse Racing Law and so long as each facility is recognized as an approved year-round training facility by the CHRB.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of TRACK's Race Meeting. Unless otherwise agreed, said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

TRACK agrees to provide to TOC a monthly written report on the occupancy and/or availability of stalls both at TRACK and at auxiliary facilities for which TRACK is required to pay compensation pursuant to the California Horse Racing Law.

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**XVIII.**  
**ACCESSIBILITY TO TRACK**

TRACK agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. TRACK further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

**XIX.**  
**ANTI-MONOPOLY PROVISION**

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2022 Fall Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

TOC acknowledges that TRACK must provide, maintain and control reasonable access to and from TRACK property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, TOC agrees that TRACK may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier or vendor from having access to the grounds and the horsemen, provided that TOC will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

**XX.**  
**CREDENTIALS**

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2022 Fall Meet. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

TRACK further agrees to issue to all TOC Board members, its President, and its Executive Director, "official" credentials for the 2022 Fall Meet, including but not limited to, an "official" credential and Turf Club, or equivalent, guest pass. All other TOC authorized personnel, up to a maximum of five (5) shall receive an "official" credential. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

**XXI.**  
**TRAINING FACILITIES**

At all times during the 2022 Fall Meet, TRACK will cause the main track to be open at 5:30A.M. and to remain open until 9:30 A.M. every day of the week.

It is the intent of TRACK and TOC that the main track will be maintained by TRACK in good and safe condition (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the TOC) and be available for training seven (7) days a week on each day horses are stabled at TRACK.

TRACK agrees, on each day horses are stabled at TRACK, to have available during all training hours a fully manned, licensed and operable ambulance for injured horses. TRACK agrees to maintain and keep clean the ambulance throughout the duration of the Meet. On all days horses are stabled at TRACK, TRACK shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for injured persons, in each case including a driver.

TRACK agrees, while horses are stabled at TRACK during its 2022 Fall Meet, to have a manned, operating starting gate for training on the main track six (6) days per week.

**XXII.**  
**OWNERS' PROPRIETARY RIGHTS**

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, *e.g.* the sale of merchandise bearing the name or likeness of a horse, TRACK shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law.

TOC, on behalf of all owners participating in TRACK's 2022 Fall Meet, consents to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2022 Fall Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate

Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two (2) weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2022 Fall Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

### **XXIII. RACE SPONSORSHIPS**

TRACK and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, TRACK shall pay to purses or TOC the following:

An amount equal to at least one-half of the compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated with one or more races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

### **XXIV. INTRASTATE SIMULCASTING**

Purse money and commissions generated from Intrastate Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

### **XXV. INTERSTATE SIMULCASTING (EXPORT)**

TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Exhibit "C." TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

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TRACK and TOC understand that TRACK may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to other interstate satellite locations. TRACK and TOC agree that this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said amendment shall include TRACK's request to simulcast to additional satellite locations and TOC's consent thereto. Each request by TRACK shall state the satellite location and the address thereof, the race(s) which TRACK desires to simulcast (in detail, for example, special races, full cards, etc.), the type of races conducted at the simulcast location, for example, quarter horse racing, standardbred racing, dog racing, thoroughbred racing or mixed meets, (TRACK shall indicate if there is no live racing at the simulcast location) and the consideration that TRACK will receive for simulcasting such race(s). Unless otherwise agreed upon, such consideration shall, after payment of California license fees and breeders' awards, be shared equally for purses and commissions. TOC agrees to use reasonable efforts to respond to each request by TRACK within seventy-two (72) hours after receipt of such request by TOC, excluding Saturdays and Sundays.

As a condition of TOC's consent for TRACK to provide the audio-visual signal of its races to locations which engage in phone and/or internet wagering, herein called "ADW" wagering, TRACK shall take all reasonable steps to identify by percentages the handle source. As a further condition of TOC's consent, TRACK must request each location that engages in ADW wagering to obtain from its tote vendor the breakdown by percentage of such locations' daily handle as between ADW wagers and other than ADW wagers. This information shall be provided to TRACK and TOC within 10 days following the commencement of TRACK's meet and the balance of such information within 10 days following the close of TRACK's meet.

TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the TRACK to be used for purses and retroactive payment of purses. TRACK believes that owners are not entitled to share net decoder revenues received by TRACK. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

**XXVI.**  
**INTERSTATE SIMULCASTING (IMPORT)**

TRACK and TOC desire to import simulcast races from out-of-state locations. The Parties agree that any and all such imported simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, TRACK agrees to provide TOC immediately following consummation thereof contents of oral agreements and copies of written agreements with out-of-state locations from whom TRACK intends to import races for wagering purposes. Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

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**XXVII.**  
**INTERNATIONAL SIMULCASTING (EXPORT)**

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit “D.” TOC consents to the simulcast of the races listed on Exhibit “D.”

With respect to international simulcast races, the compensation, if any, paid to TRACK shall be divided equally between commissions for and purses at TRACK.

TRACK and TOC understand that TRACK may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to other foreign satellite locations. TRACK and TOC agree that this Agreement may be amended from time to time pursuant to letter Agreement executed by TRACK and TOC. Any amendments to Exhibit "D" must comply with the provisions outlined in Article XXIV.

**XXVIII.**  
**INTERNATIONAL SIMULCASTING (IMPORT)**

TRACK and TOC desire to import simulcast races from out-of-country locations. The Parties agree that any and all such imported international simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, TRACK agrees to provide immediately following consummation thereof contents of oral agreements and copies of written agreements with out-of-country locations from which TRACK intends to import races for wagering purposes. Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

**XXIX.**  
**INTRASTATE ADVANCE DEPOSIT WAGERING (“ADW”)**

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2022 Fall Meet for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers as listed on Exhibit “E.” TOC consents to the simulcast of the specified races for the purposes of intrastate advance deposit wagering in accordance with the terms and conditions of TOC’s consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq.

In addition to any other terms set forth in the consent letters or otherwise required by law, TOC conditions its consent to the acceptance of advance deposit wagers and/or wagering instructions by approved California licensed ADW providers from California residents on Thoroughbred races conducted at TRACK during its 2022 Fall Meet as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;

2. Approved ADW providers' "broadcast partners" agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as compensation for the broadcast or televising of races conducted at TRACK during its 2022 Fall Meet, as negotiated and agreed to by both TRACK and TOC;
  3. Approved ADW providers shall enter into agreement with CHRIMS to deliver on a timely basis such information as is necessary to comply in all respects with the reporting requirements of Section 19604(d)(2)(D) of the California Horse Racing Law and in doing so shall submit daily data files as required by Section 19604(c) of the California Horse Racing Law. CHRIMS shall receive a fee for services as agreed by the parties. In the event an ADW provider does not enter into said agreement with CHRIMS, the ADW provider shall comply with the items #4 - #6 below; otherwise, items #4 - #6 shall not apply.
  4. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;
  5. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,
  6. Approved ADW providers agree that the audit and disclosure requirements referred to in sections XXIX (4) and (5) immediately above are as follows:
    - A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;
    - B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;
    - C. The end-of-meet audits required shall be "agreed upon procedures audits," which include, but are not limited to:
      - (i) Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen's organization, and a provider to CHRIMS prior to the opening of each California race meet;
      - (ii) For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen's
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organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

- (iii) Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;
- (iv) The provider shall provide true, complete, and correct industry standard TRA Settlement and TAW data files, pertaining to all wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS on a daily basis by 8:00 a.m. Pacific Time following the day of the event. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed; If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,
- (v) A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- (vi) Provider shall each remit to CHRIMS a monthly data fee of \$2,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

**XXX.**  
**DAILY FANTASY SPORTS**

TOC contends that Daily Fantasy Sports is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track and TOC agree that 50% of any revenues generated from Daily Fantasy Sports Contests will be distributed to the purse account.

**XXXI.**  
**FIRE AND DISASTER INSURANCE**

The fire and disaster insurance policy is attached as Exhibit F. TRACK shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). The amount recovered by an owner under the insurance policy set forth in Exhibit F shall be credited as an offset to the liability of TRACK, if any. TRACK shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC should the policy set forth on Exhibit F terminate during the Term. Additionally, if no policy is attached as Exhibit F upon execution of this Agreement, TRACK shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

The obtaining of a fire and disaster policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner from TRACK.

**XXXII.**  
**TOC COVENANTS**

During the term of this Agreement and as long thereafter as TRACK is not in violation of the terms of this Agreement or of applicable law, TOC will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the track is unsafe for racing) conducted by TRACK while this Agreement is in force and effect, nor will it encourage any of its members to do so; but shall, so long as TRACK is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with and respect the obligations of TOC hereunder

**XXXIII.**  
**TRACK COVENANTS**

During the term of this Agreement and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2022 Fall Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive

representative of California thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

**XXXIV.  
MUTUALITY**

TRACK and TOC represent to each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each party will cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing on the highest possible plane through maintenance of high standard of fairness and honesty.

TRACK will notify and consult the TOC, and, whenever reasonable and possible, obtain the consent and approval of the TOC, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to TOC TRACK's application for racing license at least ten (10) calendar days prior to its submission to the California Horse Racing Board.

A Horsemen Management Committee may be created, composed of such members of the TOC and CTT as they may designate and the President and/or General Manager, the Racing Secretary, and other administrative officials to be designated by TRACK. All matters concerning problems of the horsemen with the TRACK will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

**XXXV.  
DEFAULT**

The respective covenants herein contained are concurrent, and no covenant shall be enforced by either party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the prevailing party shall be entitled to its cost of suit, including a reasonable attorney's fee.

**XXXVI.  
INCONSISTENT LANGUAGE**

When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

**XXXVII.  
FUTURE RACE MEET AGREEMENTS**

TOC will submit a Race Meet Agreement for the Next Year Meet to TRACK at least three (3) months prior to the first (1<sup>st</sup>) day of the Next Year Meet. TRACK shall notify TOC within 21

days of receipt of the Race Meet Agreement for the Next Year Meet of any specific objections of TRACK to such Race Meet Agreement. If TRACK notifies TOC of objections to the Race Meet Agreement for the Next Year Meet, then TOC and TRACK shall meet within 14 days thereafter in good faith effort to reach agreement on the Race Meet Agreement for the Next Year Meet and, if no such agreement can be reached within 30 days after receipt of the original objections TOC and TRACK shall submit such objections for hearing before the CHRB pursuant to Article XXXI herein.

**XXXVIII.  
NOTICES**

Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid as follows:

- (a) If to TRACK: Mr. Thomas S. Robbins  
Executive Vice President, Racing  
Del Mar Thoroughbred Club  
P.O. Box 700  
Del Mar, CA 92014 -0700
  
- (b) If to TOC: Ms. Jordyn B. Egan  
Executive Director  
Thoroughbred Owners of California  
285 W. Huntington Drive  
Arcadia, CA 91007

**XXXIX.  
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

**XL.  
MODIFICATIONS**

This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

**XLI.  
INTERPRETATION**

This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

**XLII.  
RESERVATION OF RIGHTS**

The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges following such termination.

DEL MAR THOROUGHBRED CLUB

8/27/22

*Josh Rubinstein*

Dated:

Mr. Josh Rubinstein  
Chief Operating Officer

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated:

Ms. Jordyn B. Egan  
Executive Director

*Jordyn Egan*

**EXHIBIT A  
2022 DEL MAR FALL STAKES SCHEDULE\***

2022 DEL MAR FALL STAKES Tentative					
CLOSE DATE	RUN DATE	RACE	AGE	DISTANCE	2022 VALUE
3-Nov	11-Nov	Let it Ride Stakes N/W S/S of \$60,000 at 1 M o/o since April 1	3 YO	1 mile Turf	\$75,000
3-Nov	12-Nov	Kathryn Crosby Stakes N/W S/S of \$60,000 at 1 M o/o since April 1	F/M 3 & up	1 mile Turf	\$75,000
3-Nov	13-Nov	Betty Grable Stakes	F/M 3 & up (CA)	7 furlongs	\$100,000
10-Nov	19-Nov	Desi Arnaz Stakes	F, 2YO	7 furlongs	\$100,000
10-Nov	19-Nov	Cary Grant Stakes	3 & up (CA)	7 furlongs	\$100,000
10-Nov	20-Nov	Bob Hope Stakes- Grade III	2 YO	7 furlongs	\$100,000
10-Nov	24-Nov	Red Carpet Stakes- Grade III	F/M 3 & up	1 3/8 miles Turf	\$150,000
17-Nov	25-Nov	Hollywood Turf Cup - Grade II	3 & up	1 1/2 miles Turf	\$250,000
17-Nov	26-Nov	Seabiscuit Handicap- Grade II	3 & up	1 1/16 miles Turf	\$250,000
17-Nov	27-Nov	Native Diver Stakes- Grade III	3 & up	1 1/8 miles	\$150,000
24-Nov	3-Dec	Jimmy Durante Stakes- Grade III	F, 2 YO	1 mile Turf	\$100,000
24-Nov	3-Dec	Hollywood Derby- Grade I	3 YO	1 1/8 miles Turf	\$400,000
24-Nov	3-Dec	Stormy Liberal Stakes	3 & up	5 furlongs Turf	\$100,000
24-Nov	4-Dec	Cecil B. DeMille Stakes - Grade III	2 YO	1 mile Turf	\$100,000
24-Nov	4-Dec	Matriarch Stakes- Grade I	F/M 3 & up	1 mile Turf	\$400,000
					\$2,450,000
				Less O/N Stakes	150,000
				Less Cal Funds	40,000
				Less NES Fees(est.)	310,000
				<b>Net Purses:</b>	<b>\$1,950,000</b>

**EXHIBIT B  
2022 DEL MAR FALL OVERNIGHT PURSE SCHEDULE\***

	2021 FALL Overnight Purse Schedule		2022 Overnight Proposed Purse Schedule	
	<u>SHORT/LONG</u>	<u>TOC/CTBAS</u>	<u>SHORT/LONG</u>	<u>TOC/CTBAS</u>
O/STK	\$100,000	30,000	\$100,000	30,000
\$ALW	\$76,000	22,800	\$76,000	22,800
3X	\$76,000	22,800	\$76,000	22,800
2X	\$74,000	22,200	\$74,000	22,200
1X	\$72,000	21,600	\$72,000	21,600
\$50,000	\$55,000	6,600	\$55,000	6,600
\$40,000	\$47,000	5,640	\$47,000	5,640
\$32,000	\$45,000		\$45,000	
\$25,000	\$39,000		\$39,000	
\$25,000 NW2	\$28,000		\$28,000	
\$20,000	\$33,000		\$33,000	
STR/16,/Year	\$32,000		\$32,000	
\$16,000	\$30,000		\$30,000	
\$16,000 NW2	\$25,000		\$25,000	
\$16,000 NW3	\$28,000		\$28,000	
\$12,500	\$28,000		\$28,000	
\$10,000	\$25,000		\$25,000	
\$8,000	\$23,000		\$23,000	
Str \$50,000 < NW 2	\$38,000	4,560	\$38,000	4,560
MSW	\$70,000	21,000	\$70,000	21,000
MDN/\$100,000				
MDN/\$80,000	\$44,000		\$44,000	
MDN/\$62,500	\$40,000		\$40,000	
MDN/\$50,000	\$36,000		\$36,000	
MDN/\$40,000	\$31,000		\$31,000	
MDN/\$32,000	\$27,000		\$27,000	
MDN/\$20,000	\$25,000		\$25,000	

**EXHIBIT C**  
**INTERSTATE SIMULCAST AGREEMENTS**

**To be provided**

**EXHIBIT D**  
**INTERNATIONAL SIMULCAST AGREEMENTS**

**To be provided**

**EXHIBIT E**  
**APPROVED ADW PROVIDERS**

**To be provided**

**EXHIBIT F**  
**FIRE AND DISASTER INSURANCE**

Attached hereto.

**EXHIBIT G**  
**MEDICATION REFORMS**

Attached hereto.

## EXHIBIT H

**Del Mar Thoroughbred Club  
Summary of 2021 Actual and Estimated 2022 Summer Purses and Under/(Overpayment)  
8/25/22**

Purse Generation		2021	2022	2022 vs	Original Exh H
		Actual	Projection	2021	2022 Projection
	<b>Live</b>				
On-track		3,714,940	4,147,696		3,909,837
ITW		1,462,471	1,540,107		1,518,745
Cal ADW		2,619,207	2,577,172		2,710,525
Brick & Mortar OOS		6,934,622	7,629,042		6,670,162
ADW OOS		3,397,190	3,538,372		3,412,260
<b>Total Live</b>		<b>18,128,431</b>	<b>19,432,389</b>	1,303,958	18,221,529
	<b>Import</b>				
On-track		163,077	155,562		153,101
ITW		1,519,804	1,509,308		1,553,020
Cal ADW		1,647,263	1,431,863		1,642,285
<b>Total Import</b>		<b>3,330,144</b>	<b>3,096,733</b>	(233,411)	3,348,406
	<b>North</b>				
On-track		44,735	21,848		50,676
ITW		345,080	202,433		358,218
Cal ADW		196,862	89,320		203,510
<b>Total North</b>		<b>586,676</b>	<b>313,601</b>	(273,075)	612,404
<b>Separate Pool/Proxy</b>		144,468	138,158	(6,310)	110,000
<b>Excess SCOT Expense Fund</b>		1,082,743	657,462	(425,281)	540,000
<b>AB 480</b>		717,365	566,331	(151,035)	680,000
<b>Prior Year CHRB Surplus/(shortfall)</b>		45,172	84,169	38,997	-
<b>PY Outs</b>		34,322	177,008	142,686	70,000
<b>Ship &amp; Win</b>		(774,534)	(968,168)	(193,634)	(900,000)
<b>Other:MSCB Bonus, Excess Co Op, ADW rebate</b>		(321,217)	(254,100)	67,117	(304,500)
<b>Total Generation</b>		<b>22,973,571</b>	<b>23,243,584</b>	270,014	22,377,839
<b>TOC/CTT/Backstretch pension/NTRA</b>		<b>529,968</b>	<b>537,802</b>	7,834	511,430
<b>Net purses due</b>		<b>22,443,602</b>	<b>22,705,782</b>	22,705,782	21,866,409
<b>Purses</b>					
<b>Overnights</b>		13,792,776	16,100,000		15,800,000
<b>Starter fees</b>		506,160	575,000		500,000
<b>TOC Cal Bred Bonus</b>		146,086	175,000		175,000
<b>Stakes</b>		5,660,750	6,300,000		6,350,000
<b>Total purse paid</b>		<b>20,105,772</b>	<b>23,150,000</b>	3,044,228	22,825,000
<b>Summer Under/(Overpayment )- w/o prior yr underpayment</b>		<b>2,337,830</b>	<b>(444,218)</b>		<b>(958,591)</b>
		2021	Proj'd 22		
		Under/(over)	Under/(over)		
Underpayment Beginning of year		2,144,518	3,848,274		
Summer underpay		2,337,830	(444,218)		
Fall overpayment		(634,075)	(991,893)		
Projected end of year underpayment		<u>3,848,274</u>	<u>2,412,163</u>		
ADW special funding Beginning year		0	1,365,429		
2021 ADW special funding		1,365,429			
2022 ADW special funding			964,124		
ADW special funding End of year		<u>1,365,429</u>	<u>2,329,552</u>		
Purse and ADW funding underpayment		<u>5,213,702</u>	<u>4,741,715</u>		

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION AT GOLDEN GATE FIELDS, COMMENCING OCTOBER 19, 2022, AND CONTINUING THROUGH DECEMBER 20, 2022

Regular Board Meeting  
October 20, 2022

**Application:** Pacific Racing Association at Golden Gate Fields

**Breeds:** Thoroughbred

**Board Allocated Dates:** Grey/shaded **Racing Dates:** Blue/shaded, bold

October 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Auxiliary stabling not utilized.	<a href="#">Rule 1420(q)</a>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Not required as auxiliary stabling not utilized.	<a href="#">BPC 19607.1</a>

Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Albany and Berkeley fire clearances valid through 1/10/23; request for exemption from 45-day provision of Rule 1927 received on 7/21/22.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Completed 08/13/22; Report received 8/15/22.	<a href="#">Rule 2102</a>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Completed 09/01/22; Report received 09/03/22.	<a href="#">Rule 1471(g)</a>
Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received letter of adoption on 7/21/22.	<a href="#">Rule 1432</a>
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Liberty Mutual — valid 6/30/22–6/30/23.	<a href="#">Rule 1501</a>
Horsemen's Race Meet Agreements	<input type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input checked="" type="checkbox"/> Outstanding	<b>Thoroughbred Owners of California</b> – Received 09/01/22.  <b>California Thoroughbred Trainers Association</b> – Outstanding. Addressed in missing items letter.	<a href="#">Rule 2044</a>
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 269–272, 275, 278–282	<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 291–309	<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 275–278	<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 282–284	<a href="#">BPC 19604</a> <a href="#">19604(b)(1)(C)</a>

Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Albany and Berkeley fire clearances valid through 1/10/23; request for exemption from 45-day provision of Rule 1927 received on 7/21/22.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Completed 08/13/22; Report received 8/15/22.	<a href="#">Rule 2102</a>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Completed 09/01/22; Report received 09/03/22.	<a href="#">Rule 1471(g)</a>
Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received letter of adoption on 7/21/22.	<a href="#">Rule 1432</a>
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Liberty Mutual — valid 6/30/22–6/30/23.	<a href="#">Rule 1501</a>
Horsemen's Race Meet Agreements	<input type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input checked="" type="checkbox"/> Outstanding	<b>Thoroughbred Owners of California</b> – Received 09/01/22.  <b>California Thoroughbred Trainers Association</b> – Outstanding. Addressed in missing items letter.	<a href="#">Rule 2044</a>
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 152–155, 158, 161–165	<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 174–192	<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 158–161	<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 165–167	<a href="#">BPC 19604</a> <a href="#">19604(b)(1)(C)</a>

<p>Administrative Review</p>	<p><input checked="" type="checkbox"/> Accepted  <input type="checkbox"/> Follow Up Required  <input type="checkbox"/> Outstanding</p>	<p>Secretary of State Filing Current  Financial Statements Reviewed  Statistics Report Reviewed  Active Licenses Verified  Deposit Received  Required Signatures Obtained  1581 Agreement Reviewed</p>	<p><a href="#">Rule 1439</a>  <a href="#">Rule 1470</a>  <a href="#">Rule 2046</a>  <a href="#">Rule 1481</a>  <a href="#">BPC 19490</a>  <a href="#">Rule 1433</a>  <a href="#">Rule 1437</a>  <a href="#">Rule 1581</a></p>
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**RECOMMENDATION:** Staff recommends approval after (1) outstanding item is addressed: horsemen's race meet agreements. The application as submitted satisfactorily meets all other requirements for licensure.



# GOLDEN GATE FIELDS

August 17, 2022

Mr. Rick Pimentel  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Mr. Pimentel,

As of today, the following is still outstanding, with respect to Pacific Racing Association's ("PRA") 2022 Fall Race Meet Application:

1. TOC Agreement – PRA is working with the TOC on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the September Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.
2. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sindler



August 18, 2022

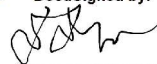
Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: Jockey Concussion Protocols

Dear Mr. Chaney,

Please accept this letter as confirmation that Pacific Racing Association will operate its race meet in accordance with the jockey concussion protocols posted on the California Horse Racing Board's website.

Sincerely,

DocuSigned by:  
  
BD96B155F7C1457...

David Duggan



July 15, 2022


Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Pacific Racing Association will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

DocuSigned by:  
  
BD96B155F7C1457...  
David Duggan

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

## 1. APPLICANT ASSOCIATION

- A. Name, mailing address, telephone, fax numbers, and the email address for association's contact person:  
Pacific Racing Association  
1100 Eastshore Highway  
Berkeley, Ca 94710  
Phone (510) 559- 7300 Fax (510) 527-5622  
david.duggan@goldengatefields.com
- B. Breed of horse: Thoroughbred  Quarter Horse  Harness
- C. Racetrack name: Golden Gate Fields
- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. On file.
- E. Was the association licensed to operate a race meeting prior to January 1, 2001?  
Yes  No   
If no, attach a surety bond in the amount of one hundred thousand dollars.

**NOTICE TO APPLICANT:** No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, that is sufficient to ensure payment of employee wages and benefits, including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, that has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing, pursuant to Business and Professions Code section 19464(b).

**NOTICE TO APPLICANT:** Application must be filed not later than ninety (90) days before the scheduled start date for the proposed meeting, pursuant to CHRB Rule 1433.

## 2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: October 19, 2022 - December 20, 2022
- B. Actual dates racing will be held: October 21-23; 28-30, November 4-6; 11-13; 18-20; 24-27, December 2-4 and 9-11
- C. Total number of days or nights of racing: 25
- D. Days or nights of the week races will be held:  
Wednesday – Sunday  Tuesday – Saturday  Other (specify)

### CHRB CERTIFICATION

Application received:  
Deposit received:  
Reviewed:

Hearing date:  
Approved date:  
License number:

- E. Number of days or nights of racing per week: 3 days per week Friday through Sunday.  
Racing on Thursday, November 24th

### 3. RACING PROGRAM

- A. Total number of races: 207-273
- B. Number of races for each day or night: 7-9 on weekdays; 9-12 races on Weekends/Holiday
- C. Total number of stakes races: 9
- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.
1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.
  2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). None
  3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. None
- E. Will provisions be made for owners and trainers to use their own registered colors?  
Yes  No   
If no, which racing colors are to be used?
- F. List all post times for the daily racing program.

#### Race Number/Post Time Daily

1st 12:45 p.m. 2nd 1:15 p.m. 3rd 1:45 p.m. 4th 2:15 p.m. 5th 2:45 p.m. 6th 3:15 p.m. 7th 3:45 p.m. 8th 4:15 p.m. 9th 4:45 p.m. 10th when applicable 5:15 p.m. 11th when applicable 5:45 p.m. 12th when applicable 6:15 p.m.

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For Thoroughbred and Quarter Horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races, pursuant to Business and Professions Code section 19568(b).

### 4. RACING ASSOCIATION

- A. Association is a:  Corporation (complete subsection C)  
 LLC (complete subsection D)  
 Other (specify, and complete subsection E)
- B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

GGF STAKES FALL 2022-2021-2020

**PRA/GGF FALL 2022**

October 21 - December 11, 2022

**STAKES SCHEDULE**

**PIKE PLACE DANCER**

\$75,000 Guaranteed  
(Includes \$25,000 CBRF supplement)  
Fillies 2 yo- 1 Mile (Turf)  
Saturday, October 29, 2022

**JOSEPH T. GRACE**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
3 yo & up - 1 1/16 Miles (Turf)  
Saturday, November 05, 2022

**GOLDEN NUGGET**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
2 yo - 6 Furlongs  
Saturday, November 12, 2022

**OAKLAND**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
3 yo & up - 6 Furlongs  
Saturday, November 19, 2022

**GOLDEN GATE DEBUTANTE**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
Fillies 2 yo - 6 Furlongs  
Friday, November 25, 2022

**BERKELEY HANDICAP - GIII**

\$100,000 Guaranteed  
3 yo & up - 1 1/16 Miles  
Saturday, November 26, 2022

**GOLD RUSH**

\$75,000 Guaranteed  
2 yo - 1 Mile  
Saturday, December 03, 2022

**BEAR FAN**

\$75,000 Guaranteed  
(Includes \$25,000 CBRF supplement)  
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs  
Saturday, December 10, 2022

**MISS AMERICA**

*Overnight Stakes*  
\$50,000 Added (Plus \$15,000 to Cal-Breds)  
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)  
Sunday, December 11, 2022

**PRA/GGF FALL 2021**

October 21 - December 12, 2021

**STAKES SCHEDULE**

**PIKE PLACE DANCER**

\$75,000 Guaranteed  
(Includes \$25,000 CBRF supplement)  
Fillies 2 yo- 1 Mile (Turf)  
Saturday, October 30, 2021

**JOSEPH T. GRACE**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
3 yo & up - 1 1/16 Miles (Turf)  
Saturday, November 06, 2021

**GOLDEN NUGGET**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
2 yo - 6 Furlongs  
Saturday, November 13, 2021

**OAKLAND**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
3 yo & up - 6 Furlongs  
Saturday, November 20, 2021

**GOLDEN GATE DEBUTANTE**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
Fillies 2 yo - 6 Furlongs  
Friday, November 26, 2021

**BERKELEY HANDICAP - GIII**

\$100,000 Guaranteed  
3 yo & up - 1 1/16 Miles  
Saturday, November 27, 2021

**GOLD RUSH**

\$75,000 Guaranteed  
2 yo - 1 Mile  
Saturday, December 04, 2021

**BEAR FAN**

\$75,000 Guaranteed  
(Includes \$25,000 CBRF supplement)  
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs  
Saturday, December 11, 2021

**MISS AMERICA**

*Overnight Stakes*  
\$50,000 Added (Plus \$15,000 to Cal-Breds)  
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)  
Sunday, December 12, 2021

**PRA/GGF FALL 2020**

October 22 - December 13, 2020

**STAKES SCHEDULE**

**PIKE PLACE DANCER**

\$75,000 Guaranteed  
(Includes \$25,000 CMC supplement)  
Fillies 2 yo- 1 Mile (Turf)  
Saturday, October 31, 2020

**JOSEPH T. GRACE**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
3 yo & up - 1 1/16 Miles (Turf)  
Saturday, November 07, 2020

**GOLDEN NUGGET (cancelled due to COVID)**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
2 yo - 6 Furlongs  
Saturday, November 14, 2020

**OAKLAND (cancelled due to COVID)**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
3 yo & up - 6 Furlongs  
Saturday, November 21, 2020

**GOLDEN GATE DEBUTANTE (cancelled due to COVID)**

*Overnight Stakes*  
\$50,000 Added (plus up to \$15,000 to Cal-Breds)  
Fillies 2 yo - 6 Furlongs  
Friday, November 27, 2020

**BERKELEY HANDICAP - GIII (cancelled due to COVID)**

\$100,000 Guaranteed  
3 yo & up - 1 1/16 Miles  
Saturday, November 28, 2020

**GOLD RUSH (cancelled due to COVID)**

\$75,000 Guaranteed  
2 yo - 1 Mile  
Saturday, December 05, 2020

**BEAR FAN (cancelled due to COVID)**

\$75,000 Guaranteed  
(Includes \$25,000 CBRF supplement)  
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs  
Saturday, December 12, 2020

**MISS AMERICA (cancelled due to COVID)**

*Overnight Stakes*  
\$50,000 Added (Plus \$15,000 to Cal-Breds)  
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)  
Sunday, December 13, 2020

### C. CORPORATION

1. Registered name of the corporation: Pacific Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: 480316
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Craig Fravel, President (Officer), 0 Shares  
Mike Rogers, Vice President, Operations (Officer/Director), 0 Shares  
Rebecca Neimark, CFO (Officer), 0 Shares  
David Duggan, Vice President & General Manager (Officer), 0 Shares  
Scott Daruty, Senior Vice-President (Officer), 0 Shares  
Greg Harnish, Secretary (Officer/Director), 0 Shares  
Eric Sindler, Assistant Secretary (Officer), 0 Shares
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: TSG Developments Investments Inc., 100 Shares
6. Number of outstanding shares in the corporation: 100 Shares
7. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: Share Register Is with Laura Proniuk In Corporate Office (Canada); Email: Laura.Proniuk@stronachgroup.com
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.  
TSG Development Investments Inc.
  - a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes  No   
If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: On file with the board
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

### D. LLC

1. Registered name of the LLC: Not applicable
2. State where articles of organization are filed: Not applicable
3. Registry or file number for the LLC: Not applicable
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.

5. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.  
Not applicable
  - a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes  No   
If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes  No
12. If yes, on what exchange and how the stock is listed:

#### E. OTHER

1. Name(s) of partners/sole proprietor: Not applicable
2. If a partnership, attach partnership agreement.

#### F. FINANCIAL INFORMATION \*

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:
  - Statement of Financial Position (also referred to as a balance sheet). Statement should report on applicant's assets, liabilities, contingent liabilities, and ownership equity as of the date of the prepared statement.
  - Statement of Comprehensive Income (also referred to as Profit and Loss ("P&L") Statement). Statement should include report on applicant's income, expenses, and profits.
  - Profit and Loss statement for prior two (2) years' race meetings and Profit and Loss statement for projected year race meeting.
  - Statement of Changes in Equity—to include the changes of the applicant's equity through the reporting period.
  - Statement of Cash Flows—to include a report of the applicant's cash flow activity, particularly its operating, investing, and financing activities during the reporting period.
  - Copy of a report made during the preceding twelve (12) months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

**\*NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

#### G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:

Craig Fravel, President  
 Scott Daruty, Senior Vice President  
 Mike Rogers, Vice President, Operations  
 Greg Harnish, Assistant Secretary  
 Rebecca Neimark, Chief Financial Officer  
 David Duggan, Vice President & General Manager  
 Eric Sindler, Assistant Secretary & General Counsel, California Racing Operations  
 William Rizzuto, Assistant General Manager  
 Cynthia Seidl, Senior Manager of Administration  
 Doug Gooby, Mutuel Manager  
 Matt Dinerman, Announcer  
 Juan Meza, Track Superintendent  
 Steve Martinelli, Racing Secretary  
 William Vassar, Track Photographer  
 David Seftel, M.D., Track Physician

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s):

David Duggan  
 Vice President and General Manager  
 1100 Eastshore Hwy  
 Berkeley, CA 94710  
[david.duggan@goldengatefields.com](mailto:david.duggan@goldengatefields.com)

## 5. TAKE OUT PERCENTAGE

- A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?

Yes  No

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Wager(s) to be adjusted: Pick 5, Daily Double

Proposed percentage: 14%, 20 %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen's organization for the meeting of the Thoroughbred association accepting the wager.

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

## 6. HANDLE HISTORY

- A. Complete the table below, providing the last five (5) years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership, include the handle information for the previous racing association.

July 18, 2022

Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 200  
Sacramento, CA 95825

Dear Scott:

Pursuant to California Business and Professions Code section 19601.01, Pacific Racing Association (PRA), in consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during the PRA fall race meet, October 19<sup>th</sup> through December 20, 2022 all inclusive.

- **Pick 5** – a \$.50 minimum wager on the first five (5) races on each day's card subject to a **takeout rate of 14%**.
- **Rolling Daily Double** - \$2.00 minimum wager offered every race on each day's card subject to a **takeout rate of 20%**.

For reference, the Pick 5 and Rolling Daily Doubles are noted on PRA's license application in Section 5A.

Please feel free to contact me with any questions or concerns.

Sincerely,

DocuSigned by:

*David Duggan*

BD96B155F7C1457...

David Duggan  
Vice President & General Manager



July 25, 2022

Mr. Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Golden Gate Fields 2022 Fall Race Meet – Players Pick 5

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the “Players Pick-5” on the first five (5) races of the day subject to a 14% takeout during its Fall meet from October 19, 2022 – December 20, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields’ previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Jordyn B. Egan'. The signature is written in a cursive, flowing style.

Jordyn B. Egan  
Executive Director

cc: Eric Sindler  
Cynthia Seidl



July 25, 2022

Mr. Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Golden Gate Fields 2022 Fall Race Meet – Rolling Doubles

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its Fall meet from October 19, 2022 – December 20, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields’ previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Jordyn B. Egan". The signature is written in a cursive, flowing style.

Jordyn B. Egan  
Executive Director

cc: Eric Sindler  
Cynthia Seidl

Year	Handle	Attendance
2021 (10/20/21-12/21/21)	\$ 5,741,182.64	13,740 (24 live race days)
2020 (10/21-12/22/20)	\$ 1,929.00	No Fans (13 live race days)
2019 (10/16 – 12/17/19)	\$ 9,339,848.46	41,209 (36 live race days)
2018 (10/17 – 12/18/18)	\$ 10,686,120.31	45,987 (30 live race days)
2017 (10/18 – 12/19/17)	\$ 11,396,960.70	50,548 (32 live race days)

**7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):**

**A. Purse distribution:**

1. All races other than stakes:

Current meet estimate: \$4,339,701

Prior meet actual: \$4,084,424

Average Daily Purse (7A1 ÷ number of days):

Current meet estimate: \$173,588

Prior meet actual: \$170,184

2. Overnight stakes:

Current meet estimate: \$250,000

Prior meet actual: \$250,000

Average Daily Purse (7A2 ÷ number of days):

Current meet estimate: \$10,000

Prior meet actual: \$10,417

3. Non-overnight stakes:

Current meet estimate: \$325,000 (does not include \$25,000 cmc/cbrf supplement)

Prior meet actual: \$263,250

Average Daily Purse (7A3 ÷ number of days):

Current meet estimate: \$13,000

Prior meet actual: \$10,969

4. Total Purses: (7A1 + 7A2 + 7A3)

Current meet estimate: \$4,914,701

Prior meet actual: \$4,597,674

**B. California-bred Stakes Races:**

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:

Current meet estimate: 23%

Prior meet actual: 28%

Average Daily Purse (7B1 ÷ number of days):

Current meet estimate: .92%

Prior meet actual: 1.17%

**C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):**

Current meet estimate: \$614,593  
 Prior meet actual: \$590,010

- D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
TOC (NTRA)	\$3,338	TOC (NTRA contribution)	\$ 3,204
TOC	\$44,271	TOC	\$42,500
CTT (Admin)	\$22,135	CTT (Administration)	\$ 21,250
CTT (Pension)	\$44,271	CTT (Pension)	\$42,500
Total:	\$114,015	Total:	\$109,454

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):

Current meet estimate: \$5,643,309  
 Prior meet actual: \$5,297,138

Average Daily Purse (7E ÷ number of days):

Current meet estimate: \$225,732  
 Prior meet actual: \$220,714

- F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: \$1,500,207  
 Prior meet actual: \$1,398,251

Average Daily Purse (7F ÷ number of days):

Current meet estimate: \$60,008  
 Prior meet actual: \$58,260

- G. Purse funds to be generated from interstate handle:

Current meet estimate: \$3,675,088  
 Prior meet actual: \$3,425,325

Average Daily Purse (7G ÷ number of days):

Current meet estimate: \$147,004  
 Prior meet actual: \$142,722

- H. Bank and account number for the Paymaster of Purses' purse account: On file.

- I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen & McBeth, 10722 Arrow Route, Suite 110, Rancho Cucamonga, California 91730, (909) 944-6465; email: craigbmiller@verizon.net

**NOTICE TO APPLICANT:** All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses

and breeders' awards shall also be deposited within three calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

## 8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: 1,500
- B. Minimum number of stalls believed necessary for the meeting: 1,500
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: N/A
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 1,405
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A
- H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

## 9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: Attached
  - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

## 10. PARI-MUTUEL WAGERING PROGRAM

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel

***PRA /PRA II/GOLDEN GATE FIELDS  
EQUINE EMERGENCY SERVICES***

**Attachment to PRA/Golden Gate Fields License Application  
Section 9A (1)**

A.	<u><b>VETERINARIAN</b></u>	<u><b>EMERGENCY CONTACT #</b></u>
	Dr. Casille Batten	510-559-7300
	Dr. Karen Hassan	510-559-7300
	Dr. Ken Allison	510-559-7300
	Dr. Kim Kuhlmann	510-559-7300
	Dr. Steve Matuszak	510-559-7300
	Dr. Jerry Parker	510-559-7300
	Dr. Don Smith	510-559-7300
	Dr. Ashton Cloninger *	510-559-7300
	Dr. Kendall Cannon	510-559-7300

\* Race day Lasix veterinarian

1.	<u><b>GOLDEN GATE FIELDS VETERINARIAN SCHEDULE</b></u>	
	Mondays:	Closed
	Tuesdays:	Morning Training - Dr.Karen Hassan
	Wednesdays:	Morning Training - Dr. Casille Batten
	Thursdays:	Morning Training - Dr. Casille Batten
	Fridays:	Morning Training - Dr. Casille Batten Live Racing PM - Dr. Karen Hassan
	Saturdays:	Morning Training - Dr. Casille Batten Live Racing PM -Dr. Casille Batten
	Sunday:	Morning Training - Dr. Casille Batten Live Racing PM - Dr. Casille Batten

Exhibit 9.1.A

Each practice has veterinarians available during training and racing; most of these actually have veterinarians available after training and on call for emergencies.

Drs. Batten and Hassan split duties and are present for monitoring during morning training at all times the track is open. Drs. Batten and Hassan cover racing – usually one in the chase truck and one in the winners circle.

Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each.

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1	See attached for wagering menu, bet minimum, rules, and additional wagering information.	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program. N/A
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout on closing day, December 11, 2022 for the period of October 21, 2022 through December 11, 2022. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.
- D. List any options requested with regard to exotic wagering. 2 Tier – 70%30% split
- E. Will "advance" or "early bird" wagering be offered? Yes  No   
If yes, when will such wagering begin? Specify days and time for “early bird” wagering.
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: AmTote effective October 26, 2015 with expiration date of October 2020 with option to extend contract to October 2025
- G. List below the takeout percentage for each type of wager identified in 10.A.

**TAKEOUT PERCENTAGE**  
(Example) PNP5-14%

Golden Gate Fields Wagering Menu and Information

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Pick 3	PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta
1	X	X	X	X	X	X	X		X			X
2	X	X	X	X	X	X	X	X			*	X
3	X	X	X	X	X	X	X			*	*	X
4	X	X	X	X	X	X	X	*		*	*	X
5	X	X	X	X	X	X	X	*		*	*	X
6	X	X	X	X	X	X	*	*		*	*	X
7	X	*	X	X	X	*	*	*		*	*	X
8	X	*	X	X	X	*	*	*		*	*	X
9	X	*	X	X	X	*	*	*		*	*	X
10	X	*	X	X	X	*	*	*		*	*	X
11	X	*	X	X	X	*	*	*		*	*	X
12	X		X	X	X							X

\*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.
Pick 3	CHRB 1977	23.68%	\$.50 Pick 3.
PNP4 (Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5 and last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g) <sup>1</sup> ; ARCI 004-105(G)(16)(b)(i) <sup>2</sup>	23.68%	\$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).

<sup>1</sup> We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

<sup>2</sup> Only if the request made in the letter dated July 20, 2022 is denied.



July 20, 2022

Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: Rainbow Pick 6 and Mandatory Payout Day

Scott,

This letter is in regards to Pacific Racing Association's ("PRA") "Application for License to Conduct a Horse Racing Meeting" for the time period of October 19, 2022 through December 20, 2022 (the "Race Meet Application").

As specified in the Race Meet Application, PRA wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

**Definition of Unique**

Additionally, pursuant to ARCI 004-105(G)(2)(g), PRA is required to identify which definition under ARCI 004-105(G)(16)(b) PRA will use to identify a unique ticket. PRA requests that a combination of the two definitions to define unique be used. Specifically, PRA wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) Contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above."

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define “unique.”

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

### **Late Surface Change**

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, “the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances.”

PRA requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a “Win All,” not a “no contest.”

PRA also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: the payout distribution method as provided for in ARCI 004-105(G)(2)(g) if there is a unique ticket and if there is not a unique ticket, the entire day’s net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, PRA is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day’s major share (unique share) will be added to day’s minor share. On days in which there is a surface change after the Pick 6 pool has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day’s net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

PRA requests these modifications be approved as part of its license application.

Sincerely,



Eric Sindler

Race #1                      See attached wagering menu.  
 Race #2  
 Race #3  
 Race #4  
 Race #5  
 Race #6  
 Race #7  
 Race #8  
 Race #9  
 Race #10  
 Race #11  
 Race #12  
 Race #13

## 11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting.  
 Xpressbet  
 TwinSpires  
 TVG  
 NYRABets  
 BetAmerica
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts been approved by the respective horsemen's groups?  
 Yes     No   
 If yes, attach a copy of the approval. If no, explain the status of the approval. Will be forwarded to the board upon receipt.

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

## 12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering: N/A
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
- C. California simulcast facilities the association proposes to offer its live audiovisual signal:  
 Southern California – See Attached  
 Northern California – Pursuant to agreement with CARF and pursuant to agreement with Sonoma County Fair
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:  
 Attached



July 25, 2022

Mr. Eric Sindler  
Santa Anita Racetrack  
285 W. Huntington Dr.  
Arcadia, CA 91007

RE: Golden Gate Fields 2022 Fall Race Meeting ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Golden Gate Fields (PRA) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering (“ADW”) of the Race Meet Agreement between TOC and PRA, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, PRA shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the 2022 Fall race meeting, October 19, 2022 through December 20, 2022, as follows:

**1. California wagering on PRA races:**

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**2. California wagering on out-of-state Thoroughbred races:**

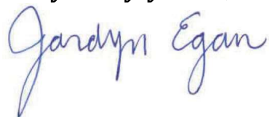
- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**3. Out-of-state wagering on PRA races:**

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than █% of gross out-of-state handle wagered by out-of-state account holders, plus a █% California Purse Fee per SB 1072.
- b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than █% of takeout (which includes a █% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpire, NYRA, Watch and Wager, and BetAmerica.

Very truly yours,



Jordyn Egan  
Executive Director

cc: Tom Varela, Scott Cheney

## Pari-Mutuel Satellite Supervisor Contact List - Day Meets

### Southern California Locations:

Location **Bakersfield-Firehouse** (minisatellite)  
Address 7701 White Lane  
City Bakersfield, CA 93307

Location **Sammy's Original** (minisatellite)  
Address 23221 Lake Center Drive  
City Lake Forest, CA 92630

Location **Cabazon-Fantasy Springs Casino**  
Address 84-245 Indio Springs Drive  
City Indio, CA 92201

Location **Santa Anita**  
Address 285 W. Huntington Drive  
City Arcadia, CA 91007

Location **Commerce Casino Racebook** (minisatellite)  
Address 6131 East Telegraph Road  
City Commerce, CA 90040

Location **Santa Clarita** (minisatellite)  
Address 21615 W. Soledad Canyon Road  
City Saugus, CA 91350

Location **Fairplex Park**  
Address 2201 North White Avenue  
City Pomona, CA 91768

Location **Surfside Race Place at Del Mar**  
Address 2260 Jimmy Durante Blvd  
City Del Mar, CA 92014

Location **Hollywood Park**  
Address 3383 W. Century Blvd.  
City Inglewood, CA 90303

Location **Thousand Oaks -Tilted Kilt** (minisatellite)  
Address 1345 E. Thousand Oaks Blvd.  
City Thousand Oaks, CA 91360

Location **Lake Elsinore Hotel & Casino** (minisatellite)  
Address 20930 Malaga Road  
City Lake Elsinore, CA 92530

Location **Ventura-The Derby Club**  
Address 10 West Harbor Blvd.  
City Ventura, CA 93001

Location **Lake Perris-Sports Pavillion at The Farmer's Fair**  
Address 18700 Lake Perris Drive  
City Perris, CA 92571

Location **Victorville-San Bernardino Fair Sports Pavilion**  
Address 14800 7th Street  
City Victorville, CA 92395

Location **Lancaster-Watch and Wager, Antelope Valley Fair**  
Address 2551 West Avenue - H  
City Lancaster, CA 93536

Location **Viejas Casino & Turf Club**  
Address 5000 Willows Road  
City Alpine, CA 91901

Location **Los Alamitos**  
Address 4961 Katella Avenue  
City Los Alamitos, CA 90720

Location **National Orange Show-Sports Show**  
Address 930 South Arrowhead Avenue  
City San Bernardino, CA 92408

Location **The Derby Room at Glen Arden Club** (minisatellite)  
Address 357 Arden Avenue  
City Glendale, CA 91203

Location **OC Tavern Sports Bar and Grill** (minisatellite)  
Address 2369 S. El Camino Real  
City San Clemente, CA 92672

**Commingled Locations**

**Exhibit 12D/E**

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarborough Downs
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scarlet Pearl Casino (MS)
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Scoto Downs
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Seabrook Greyhound ADW
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	Southland Greyhound
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	State Fair (Lincoln, NE)
Arlington I	Finger Lakes	Monmouth Park (NJ)	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes ADW	Montana OTB	Suffolk District OTB
Batavia	Fonner Park	Monticello	Suffolk Downs
Belterra Park	Freehold (NJ)	Mountaineer Park	Sunland Park
BetAmerica	Gillespie County Fair	Nassau Regional OTB	SunRay Park & Casino
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Solutions	Newport Jai Alai	Taunton ADW
Borgata Casino (NJ)	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	Taunton Dog Track Inc.
Buffalo Raceway	Racebets, Sportech Netherlands,	New Palace Casino (MS)	The Downs at Albuquerque
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Thistledown
Capital District OTB	Bet365, Ladbrokes Coral	Cedar Downs OTB	Tioga Downs
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Tri-State GH (Mardi Gras)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf del Norte (Mexico)
Churchill Downs	Greenetrack	NYRA ADW	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	Turf Paradise
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	Turfway Park
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	TVG
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TVG High Volume
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	Twin River Greyhound
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	TwinSpires
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	TwinSpires High Volume
Torrington, Waterbury	Hoosier Park	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Horseman's Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Hill)	Penn National ADW	Vernon Downs
John Martin's Manor Restaurant	Idabet	Peru	WatchandWager ADW
Connecticut OTB ADW	Indiana Downs	Phumelela	Western OTB
Coushatta Casino	Clarksville/Evansville OTB	Plainridge Race Course	Wheeling Downs
Paragon Casino	Intermountain Racing	Plainridge ADW	Will Rogers Downs
Ho-Chunk Casino	Jockey Club Brasilia	Player Management Group	Wyoming OTB
Mohegan Sun Casino	Keeneland	Pocono Downs ADW	Wyoming Downs
Oneida Bingo and Casino	Keeneland Select ADW	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Kentucky Downs	Potawatomi Casino/ OTB	Yonkers Raceway
Tote Investment Racing	Kentucky OTB	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Lewiston OTB's	Premier Gateway International	Yobet Group 1
Millenium Racing	Lien Games	Premier Turf Club	Zia Park
Royal Beach Casino	Chips Lounge/Rumors OTB	Presque Isle	123Gaming
DVI Carina Bay Casino	Howard Johnsons OTB	Remington Park	
Winner's Circle	Skydancer Casino OTB	Remington OTB Network	<b>Separate Pool Locations</b>
Corpus Christi Greyhound	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Dayton Raceway	Offtrackbetting ADW	Racing & Gamling Services	Caymanas (Jamaica)
Delaware Park	Lone Star	Ruidoso Downs	Chile
Delta Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
Dover Downs	LVDC	Sam Houston	MIR Books (Caliente)
Dubuque (Iowa Greyhound)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Wild Rose OTB's	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Egg Harbor ITW (NJ)	Foxwoods Resort Casino	Saratoga Bets (ADW)	Tabcorp (Australia)
Elite Turf Club	Mahoning Valley		XB (GWS)

**Canadian Locations**

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hlawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**NOTICE TO APPLICANT:** Business and Professions Code section 19596.2(a) stipulates that on days when live Thoroughbred or fair racing is being conducted in the state, the number of Thoroughbred races that may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported Thoroughbred races statewide. The limitation of fifty (50) imported Thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

**THOROUGHBRED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Quarter Horse races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**QUARTER HORSE SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB calendar	

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**HARNESS SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
--------------------	------------	---

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

**OTHER BREED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
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- K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

2022 Import Tracks	
Arlington	Lone Star
Assiniboia	Louisiana Downs
Australia Racing	Mahoning Valley
Belterra	Monmouth Park
Canterbury	Mountaineer Park
Century Downs	Northlands
Century Mile	NYRA - Aqueduct, Belmont, Saratoga
Charles Town	Oaklawn Park
Churchill Downs	Parx (Philly Park)
Delaware Park	Penn National
Delta Downs	Pimlico
Downs at Albuquerque	Prairie Meadows
Ellis Park	Presque Isle
Emerald Downs	Retama Park
Evangeline Downs	South America Racing
Fair Grounds	Sunland Park
Fort Erie	Sunray Park
Gulfstream Park	Tampa Bay Downs
Gulfstream Park West	Thistledown
Hastings Park	Turf Paradise
Hawthorne	Turfway Park
Indiana Grand	United Kingdom
Keeneland	Woodbine
Kentucky Downs	Zia Park
Laurel Park	Hong Kong

While we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are still analyzing the viability of importing their races given the current situation. If PRA chooses to import the races from the Hong Kong Jockey Club, we will work with the appropriate racing associations pursuant to Business and Professions Code Section 19596.3 to get the necessary agreement. PRA will not commence importing these races without first obtaining the necessary agreement and submitting it to the Board.

**NOTICE TO APPLICANT:** All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within three (3) calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

**13. CHARITY RACING DAYS**

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 is agent for distribution
- B. Names and addresses of the trustees or directors of the distributing agent: : Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 will act as its own distributing agent
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes

**NOTICE TO APPLICANT:** Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

**14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT**

- A. Racing officials nominated:
 

Association Veterinarian(s)	Cassille Batten, D.V.M., Karen Hassan D.V.M., Ashton Cloninger, D.M.V, Mike Parker D.V.M
Clerk of Scales	Kenneth Fowler
Clerk of the Course	Tina Walker Bryant
Film Specialist	N/A
Horse Identifier	Darrel Sparks
Horseshoe Inspector	Agustin Rayas
Paddock Judge	Linda Anderson
Patrol Judges	Jerry Stone
Placing Judges	Lisa Wilkerson
Starter	Todd Stephens
Timer	Sherrie Wolfe
- B. Management officials in the racing department:
 

Director of Racing	N/A
Racing Secretary	Steve Martinelli

Assistant Racing Secretary	N/A
Paymaster of Purses	Lorieen Bailey
Others (identify by name and title)	
Juan Meza (Main Track Superintendent)	
Hugo Sandoval (Turf Track Superintendent)	
Steve Martinelli (Price Maker)	
Carrie Fawcett (Stable Superintendent)	
Devon Dunham (Steward's Secretary/Horsemen Liaison)	

- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Christine Niccoli Niccoli Reporting Service, 619 Pilgrim Drive, Foster City, CA 94404-1707, (650) 573-9339
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp., USA, Bill O'Brien, Expires: December 31, 2022.
- E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Contract valid through end of the meet.
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: GPS timing system; Axcis Information Network, Inc., dba TrackMaster, an Equibase Company; expires December 31, 2022.

## 15. SECURITY CONTROLS

- A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. William Rizzuto, Assistant General Manager is responsible for security on-site  
 Security Department organizational attached  
 Security Department phone number (510) 559-7551  
 Stable Security phone number (510) 542-4235 or (510) 559-7525  
 William Rizzuto cell phone number (775) 846-8484
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 1 – Assistant General Manager  
 7 – Security Corporals/Guards  
 2 – Security Lieutenant  
 8 – Stable Security Officers  
 3 – Security Sergeants  
 5 – Stable Gate Personnel  
 1 – Stable Security Sergeant  
 5 – Fire Guards  
 1 – Fire Guard Lieutenant
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

**Attachment to PRA / Golden Gate Fields License Application  
14 (E):**

Track Camera Equipment:

There are a total of ten (10) high definition (HD) cameras placed at the following strategic locations around the race track:

7/8 Pole

3/8 Pole

1/4 Pole

Paddock

Paddock (Gliding)

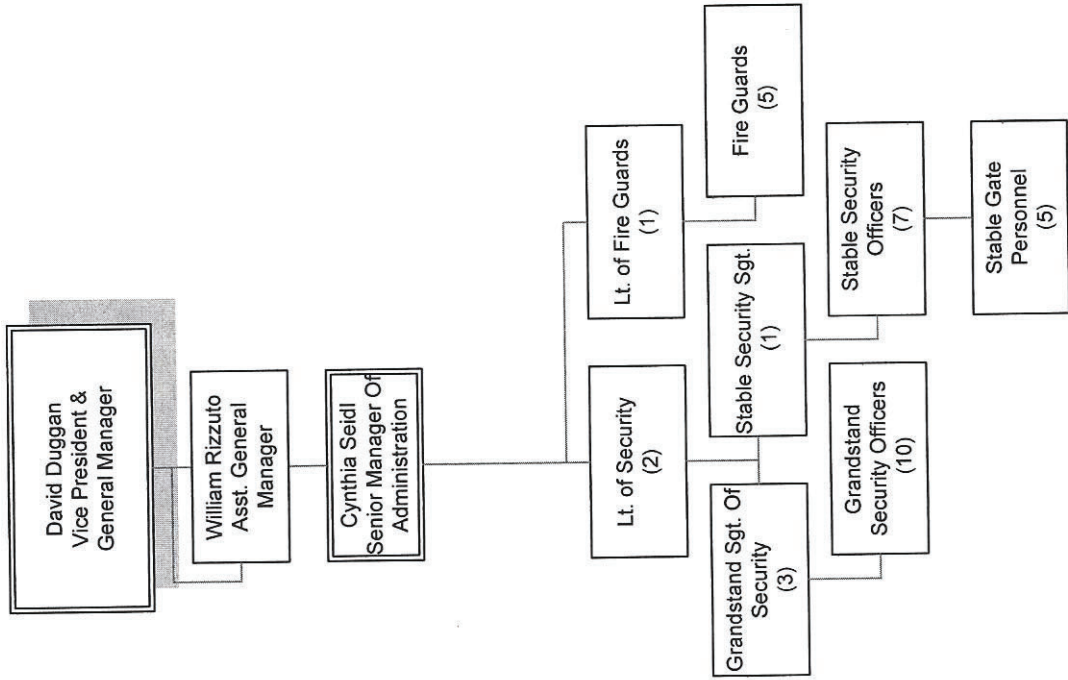
(2) Pan Cameras on Roof

Jib camera in Paddock

Starting Gate (Robo)

Parking Lot (Robo-scenic)

**PACIFIC RACING ASSN / GOLDEN GATE FIELDS  
 SECURITY DEPARTMENT ORGANIZATIONAL CHART  
 ATTACHMENT 15A**



## **Attachment to PRA / Golden Gate Fields License Application**

15B (1) and 15B (2):

### **SECURITY CONTROLS**

#### Graded Stakes and Races of \$100,000 or more

The following procedures have been put in place at Golden Gate Fields to ensure that proper security surveillance guidelines for races of \$100,000 or more are followed:

- Carrie Fawcett, Stable Superintendent, provides a list of starters to William Camilo Lopez Security Lieutenant which includes the following information:
  1. Name of horse
  2. Name of trainer
  3. Barn number
  4. Stall number
  
- Supplemental security staff, provided by a licensed security contractor and licensed by the CHRB, are called in the morning of the race to meet with the Stable Security Lieutenant for the following instruction:
  - A. An overview of the race track operating procedures
  - B. A briefing of their duties throughout the day
  - C. All guards are asked to sign out for their specific video camera
  - D. A form is provided by the CHRB to each guard which is to be signed by the attending veterinarian when administering medication to bleeders.
  - E. Each guard is given a video camera to record ALL activities involving individuals entering and exiting their assigned stall. Instruction is given to first record the posted number on the stall to confirm that the camera is directed at the assigned horse.
  - F. Instruction is given to monitor any and all suspicious activity and to contact Public Safety Director if and when suspicious activity occurs.
  - G. Guards are instructed to position themselves as close to the horse's stall without jeopardizing safety.
  - H. The horse and handler will be followed on foot by each guard to the receiving barn before the race.
  - I. After all horses are safely in the receiving barn, the guards are instructed to meet in the Security office with the Public Safety Director. The guards sign that they have returned their video camera and participate in a discussion of the day's surveillance activities.
  
- Surveillance videotapes are saved until all test results have received a negative result.
  
- There are 2 armed Security Guards on duty per 8 hour shift in the barn area within a 24 hour period and 2 additional armed Security Guards during live racing hours in the barn area which includes coverage for stakes races of \$100,000 or more.

## 2. Detention Stalls:

- a. Attach a plan for use of graded stakes or overnight races.  
6 hour surveillance prior to race in Graded Stakes with purses of \$100,000 or over  
24 hour surveillance in detention barn for Trainers with high-test results and repeat offenders
- b. Number of security guards in the detention stall area during a 24-hour period: Four Guards
- c. Describe number and location of surveillance cameras in detention stall area. Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically placed throughout the barn area. Receiving Barn includes four (4) fixed cameras placed over designated stalls, one (1) 360° fish-eye camera in center of walking ring, and (2) fixed cameras outside on east side of Receiving Barn.

## 3. TCO2 Testing:

- a. Number of races to be tested, and number of horses entered in each race to be tested:  
Will follow CHRB staff directives
- b. Plan for enhanced surveillance for trainers with high-test results: Contractual obligations with TOC and CHRB directives will be followed
- c. Plan for detention stalls for repeat offenders: In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB
- d. Number of security personnel assigned to the TCO2 program: As needed per the advice of CHRB staff

- C. Describe the electronic security system. 1. Location and number of video surveillance cameras for the detention stall and stable gate. Entire surveillance camera equipment in the barn area upgraded by Geovision in June 2019. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. Stable Gate, Stable Security Office & Parking Lot surveillance include the following: Three (3) cameras are strategically placed to monitor all activities at the Main Stable Gate (2 cameras facing incoming and 1 camera facing outgoing), one (1) camera located on roof of Stable Security Office looking out into barn area, two (2) cameras in O/T parking lot parking lot, three (3) cameras installed at the horsemen walk-in gate providing 24/7 surveillance, and numerous cameras surveilling roadways, Racing Office, CHRB office, gap gate/chute, etc.

1. Location and number of video surveillance cameras for the detention stall and stable gate:

- D. For night racing associations: Describe emergency lighting system.

## 16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Medic Staffing LLC, Ulysses Controneo 440 Everette Street El Cerrito, Ca 94530 (510) 710-5157

July 20, 2021

## **PACIFIC RACING ASSOCIATION/ GOLDEN GATE FIELDS RACE TRACK EMERGENCY MEDICAL PROTOCOL**

Golden Gate Fields has had a long term relationship with Ulysses Cotroneo Owner of Medic Staffing LLC and track physician, Dr. David Seftel who both provide emergency medical care for jockeys and riders. Not only has Golden Gate Fields given superior medical service in emergency situations over the past 18 years with its current practices, we also have a Medical Clinic located in close proximity to the race track and the paddock and employ a track physician during live racing.

This report includes a historical synopsis of Golden Gate Fields emergency medical providers along with our long established Emergency Medical Protocol in order to illustrate the success that Golden Gate Fields has had in providing emergency care during morning training and live racing hours.

### **MEDIC STAFFING LLC AMBULANCE STANDARD OPERATING PROCEDURES**

During live racing hours: The track ambulance is to respond to fallen jockeys and access their condition to determine if injuries are:

- Life Threatening - Requires immediate notification to the Albany Fire Department via cell phone and to Dr. David Seftel via radio transmission

Non-Life Threatening - Jockey/Rider can be transported to the Jockey's Room or Medical Clinic, based upon the decision of the track physician. Following removal from the race track, the physician will determine the level of treatment on-site and the need for transport to a hospital for follow-up treatment. If the track physician is unavailable when responding to a fallen jockey, the Medic Staffing Ambulance personnel shall follow the same procedures as for life threatening injuries by calling the Albany Fire Department at 911.

- At no time is the ambulance to leave Golden Gate Fields for transport.

During morning training hours: For injuries to a jockey/rider during morning workouts, ambulance personnel shall take into consideration the degree of jockey/rider injuries. If transport is necessary, contact the Albany Fire Department for transport.

### **SHIFT PROCEDURES**

Medic Staffing Ambulance personnel are to be dressed and ready for work no later than 15 minutes before the shift start time. The first person to arrive at the race track is to pick up the radios and keys to the ambulance from the Main Stable Gate security office. Personnel must be positioned at the Horsemen's Cafe no less than five (5) minutes before the shift start.

## **TRAINING HOURS (A.M. SHIFT)**

**PLACEMENT OF AMBULANCE:** Horsemen's Cafe in barn area (close proximity to race track and Gap gate).

### **FALLEN JOCKEY/RIDER**

If there is a loose horse on the track, that indicates that the jockey/rider has fallen of his/her horse. The rotating red light above the clocking tower will be activated and there will be flashing lights along the inside rail of the race track to warn riders of an emergency situation.

During the morning shift, there will be two (2) Outriders on the track. If there is a fallen jockey/rider, Medic Staffing Ambulance personnel will be contacted by radio by one of the Outriders as to the location of the fallen jockey/rider. The ambulance will be driven from its stationary position at the Horsemen's Cafe in the Barn Area, which is in close proximity to the track, to the location of the fallen rider (if unsure, refer to map in the ambulance). Ambulance personnel will follow the direction of the Outrider on the track.

If necessary, contact the Albany Fire Department by using the provided ambulance cell phone. If the cell phone is inoperable, radio the Main Stable Gate and instruct them to call the Albany Fire Department. Ensure that Albany F.D. knows where to meet the track ambulance, i.e. Horsemen's Cafe, Corporation Yard, etc.

**A "FIRST RESPONDER FORM" MUST BE COMPLETED IMMEDIATELY FOLLOWING ANY RIDER/JOCKEY INJURY.**

## **LIVE RACING (P.M. SHIFT)**

**PLACEMENT OF AMBULANCE:** Medic Staffing Ambulance Service personnel picks up the daily program at the stable area Walk-In Gate or the Judge's Van to assist ambulance personnel with the placement of the ambulance on the race track for each race.

**FALLEN JOCKEY:** It is the responsibility of the ambulance passenger to watch the jockeys and the horses. It is the driver's responsibility to drive at a safe speed and distance behind the jockeys and horses during each race. The jockeys, when involved in an accident, will go down very fast so stay back approximately 35 to 45 yards. If a jockey falls down, contact Albany Fire Department and then notify Dr. Seftel by radio of and his/her condition immediately.

**CAUTION:** Watch for riders and horses coming back around the track. You have less than one (1) minute to move the jockey safely to the outside rail or under the inside rail. Keep the ambulance parked on the outside rail at all times, unless you know there is no danger of horses coming back around the track.

**NOTE: The Chain of Command transfers to the Track Physician, Dr. Seftel once he arrives on the scene.**

If a jockey refuses treatment, advise Track Physician, Dr. Seftel that you are returning the jockey to the Jockey's Room, then give the Doctor an updated patient assessment.

### **Golden Gate Fields Jockeys Medical Area Services (Dr. David Seftel)**

The track physician at Golden Gate Fields provides a comprehensive set of services **pre, intra and post** daily racing periods that serve to ensure the health and safety of jockeys working at our facility. This set of services has enabled Golden Gate Fields to ensure 100% jockey survival in the face of severe injury with the best possible long term outcomes.

#### **Pre-racing period**

1. The track physician examines and certifies jockeys as fit to ride on a daily basis.
2. The track physician examines and treats jockeys for all medical conditions within his scope of practice to ensure they are healthy and fit to ride.
3. Dietary advice and weight-maintenance counseling are provided on an ongoing basis. Follow-up to prior jockey injuries are made and coordination with Worker's Compensation providers is facilitated.
4. The track physician monitors activities both in the paddock area and during the post parade via television monitors or trackside, in concert with track security officers and the Stewards.
5. The physician is available on radio and personal cell phone at all times. During designated times, the track physician performs annual physical examinations that

include blood testing and drug testing as proscribed by the California Horse Racing Board.

6. If specialist care is required the track physician coordinates referrals and ensures follow-up. The track physician monitors environmental health in the jockey's room and other areas of jockey activity and makes recommendations to track management regarding any areas of concern.

### Intra-racing period

1. During the race the track physician closely observes the movement of all the riders either via multiple monitors in the medical clinic or trackside from an appropriate vantage point.
2. In the event of an accident the track physician proceeds directly to the scene as expeditiously as possible - either on foot or golf cart if the incident is within close range of the clinic or via the veterinary van that proceeds immediately to pick him up trackside.
3. At the scene of the accident the track physician leads the resuscitation and stabilization efforts assisted by the ambulance crew.
4. A preliminary assessment of severity and injury areas is dispatched to the Stewards via radio and the decision to summon outside ambulance services for transport to hospital is made.
5. Once stabilized, the jockey/s are transported to the trackside medical clinic where further care can be administered as required.
6. A portable kit containing all the required medicines and equipment for advanced life support measures is available in the ambulance and the same set of capabilities is available in the medical clinic.
7. Adrenaline, intravenous fluids, oxygen tanks and a defibrillator are available to manage respiratory and cardiac arrest.
8. Once outside ambulance services arrive at the clinic, the track physician gives report to the accepting team of paramedics, provides jockey demographics and insurance information and assists in preparing the jockey for transport to the appropriate hospital -Alameda County Medical Center in Oakland, CA.
9. Once the jockey/s are en-route to the hospital, the track physician makes a direct **physician-to-physician** call to the Attending Physician in Charge of the receiving hospital emergency room.
10. During this call the track physician provides a clear description of the mechanism of the accident, the velocity, his preliminary findings in the field and all steps taken in preparation to dispatch, in addition to pertinent past medical and surgical history, with a special emphasis on avoiding tests such as the use of contrast dyes in imaging studies like CT scans that might prove harmful to a particular jockey.
11. On arrival in the emergency room (ER), the track physician maintains contact with ER staff to ensure that expeditious and appropriate care is rendered and contacts and communicates with family members regarding status and plans for the injured party.
12. If outside referrals or consultations are required, the track physician facilitates these.
13. The track physician completes Worker's Compensation Form DWCI and the Doctors First Report of Injury and transmits these to the responsible parties in the emergency room as well as to the Worker's Compensation carrier.
14. The track physician provides report to the Board of Stewards and track management on the diagnosis and current status of injured jockeys.

**Post-racing period**


1. The track physician completes all medical reports and provides post-race care to jockeys who seek medical attention for any ancillary issues that arise during the race day.
2. Medical clinic supplies inventory and replenishing are performed.
3. In the case of severe jockey injury, the track physician proceeds to the emergency room responsible for care to evaluate and assist in care coordination, planning, decision making and communication with family members.

**Dr. Seftel's Recommendations for Optimal Jockey Trackside Care**

1. With regard to optimal accident responsiveness and care the best approach features trained professionals working in close collaboration with track security .
2. Ambulance crews should have at least one paramedic trained and skilled in advanced life support measures.
3. A portable kit containing all the required medications and equipment should be available on the ambulance and similar supplies should be available in the clinic.
4. Track medical and security personnel should perform drills on at least a 6 month basis to ensure that all skills are kept current and that all allied personnel are familiar with optimal policies and protocols.

Golden Gate Fields believes its long standing procedures using a BLS ambulance staffed with a Paramedic and an EMT (IA) combined with an on-site physician during live racing capable of providing advanced life support immediately after all accidents has consistently provided our jockeys with outstanding care.

Respectfully Submitted,

DocuSigned by:  
  
BD96B155F7C1457...

David Duggan  
Vice President and General Manager  
Golden Gate Fields

1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: N/A
1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
- C. Describe the on-track first aid facility, including equipment and medical staffing. Attached
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. David Seftel Office Number: 510-559-7375, Cell Number: 650-520-6204  
**If Quarter Horse racing association, see D.1.**
1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): N/A
- E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Alta Bates Summit Medical Center, 2450 Ashby Ave., Berkeley, CA 94705, (510) 204-4444 or Alameda County Medical Center (Highland Hospital Trauma Center), 1411 East 31st Street, Oakland, CA 94602 (510) 437-4865
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.
- G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):  
Roy Roenbeck, Director of Environmental, Health & Safety  
Bill Rizzuto, Assistant General Manager serves as Assistant Safety Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Liberty Mutual Fire Insurance Co. WA2-B7D-170912-019 (policy no.)
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt

# Medic Staffing LLC

440 Everett Street  
El Cerrito, CA 94530

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Pacific Racing Association  
1100 Eastshore Highway  
Berkeley, CA 94710

May 27, 2022

Re: Medic Staffing LLC

To: Whom it May Concern:

This is to inform you that Medic Staffing LLC operations and procedures are well within the standard care operating procedures set forth by Alameda County E.M.S.

Medic Staffing LLC employs only licensed Paramedics and Emergency Medical Technicians that meet and follow the licensing requirements for Alameda County E.M.S.

If you have any further questions, please feel free to contact me.

Sincerely,

*Ulysses Cotroneo*

Ulysses Cotroneo, Owner

Medic Staffing LLC



# GOLDEN GATE FIELDS

## DESCRIPTION OF GGF MEDICAL CLINIC (LIVE RACING)

### Services (Mission)

- Pre-race examinations on jockeys;
- Preventive & curative medical services for jockeys;
- Urgent care facility for jockeys;
- Assist CHRB in assessment of any impaired individuals.

### Staffing

- Physician Medical Director (“Track Physician”).

### Equipment

- Advanced cardiac life support (ACLS) equipment;
- 12-Lead EKG;
- Lung function testing equipment;
- Ultrasound (for internal organ injury assessment);
- Blood work & hematology supplies & equipment;
- Basic surgical care supplies & equipment.

### Availability

- One-hour before first posted race until one-to-two hours following last posted race;
- Extended hours for necessary follow-up care and/or upon Request from track management or CHRB.

# EMERGENCY MEDICAL PROCEDURES

## -MORNING TRAINING-

### FOR ON-TRACK INJURY TO JOCKEYS OR EXERCISE RIDERS

#### "FIRST RESPONSE"

- In the event of an accident, the Outriders shall immediately contact the on-track GGF Human Ambulance using Radio Channel #1 ("Rider Down");  
*(or the accident may very well be witnessed directly by the Ambulance Crew);*
- The on-track GGF Human Ambulance (manned by GGF-contracted medical personnel) shall respond immediately to the site of the accident;
- The attending contracted medical personnel shall arrive equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment & supplies;
- An "on-site evaluation" of injuries to the jockey(s) or exercise rider(s) shall be made by the attending contracted medical personnel.



#### "ON-SITE EVALUATION"

- Based on the attending contracted medical personnel "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) or exercise rider(s) on-site or to request emergency medical transport for off-site treatment at a hospital trauma center;
  - If on-site treatment is deemed sufficient, the GGF Human Ambulance shall provide the injured jockey(s) or exercise rider(s) with appropriate medical treatment; or,
  - If off-site treatment is deemed necessary, "911" shall be used to summon a City of Albany Fire Dept. ambulance *(a Fire Dept. truck shall also respond)*.



#### "INJURY TREATMENT"

- If an injured jockey(s) is treated on-site:
  - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
  - the Track Physician of the GGF Medical Clinic shall likewise be notified either via telephone or when arriving on-site (live race days only).
- If an exercise rider(s) is treated on-site:
  - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
- If the City of Albany Fire Dept. ambulance is summoned to respond, the injured jockey(s) or exercise rider(s) shall be transferred to this ambulance at either of the two following locations for transport to a local hospital;
  - If the injuries are deemed less severe, the jockey(s) or exercise rider(s) will be transported by the GGF Human Ambulance to an off-track location for pick-up by the City of Albany Fire Dept. ambulance; or,
  - If the injuries are deemed severe and the jockey(s) or exercise rider(s) cannot be moved, the City of Albany Fire Dept. ambulance will be escorted by GGF security personnel directly onto the track for patient pickup.



#### "POST INJURY ACTIVITIES"

- The incident must be reported immediately to the appropriate CHSA representative;
- In consultation with the attending contracted medical personnel, an "Accident/Injury Investigation Report" must be completed by track management following completion of the above-noted procedures.

*Should the GGF Human Ambulance need to leave the track premises, for whatever reason(s), all morning training must be delayed until a city-chartered or other substitute ambulance is on-site and available for on-track medical service.*

## PROCEDIMIENTOS MÉDICOS DE EMERGENCIA -ENTRENAMIENTO MATUTINO-

### PARA HERIDAS A JINETES O JINETES DE EJERCICIO EN LA PISTA

#### "PRIMEROS AUXILIOS"

- En caso de accidente, los paradores deberán contactarse de inmediato con la Ambulancia para pacientes humanos del Golden Gate Fields (GGF) a través del canal de radio n.º 1 (por "jinete caído") (*o tal vez el equipo de la ambulancia presencia el accidente directamente*);
- La Ambulancia del GGF (con personal médico contratado del GGF) deberá actuar de inmediato en el lugar del accidente;
- El personal médico contratado que asista deberá contar con conocimientos en soporte vital cardiovascular avanzado (SVCA) y demás equipos y suministros necesarios de tratamiento médico inmediato;
- Dicho personal llevará a cabo una "evaluación en el lugar" de las heridas del jinete o del jinete de ejercicio.



#### "EVALUACIÓN EN EL LUGAR"

- De acuerdo con la evaluación de las heridas que realice el personal médico contratado en el lugar, se tomará una decisión acerca de tratar al jinete o jinete de ejercicio herido en dicho lugar o bien solicitar un transporte médico para emergencias para llevar a cabo un tratamiento en un centro de traumatología;
  - Si se considera suficiente el tratamiento en el lugar, la Ambulancia del GGF deberá proporcionar el tratamiento médico correspondiente al jinete o jinete de ejercicio herido o
  - Si es necesario un tratamiento fuera del predio, se deberá utilizar el "911" para llamar una ambulancia del Departamento de Bomberos de la ciudad de Albany (*también podrá actuar un camión del Departamento de Bomberos*).



#### "TRATAMIENTO DE HERIDAS"

- Si se trata un jinete herido en el lugar:
  - el personal médico contratado que asista deberá proveer tratamiento médico hasta que derive al paciente de acuerdo con su criterio médico;
  - también se deberá notificar al médico de la pista de la Clínica Médica del GGF ya sea por vía telefónica o cuando llegue al lugar (*únicamente los días de carreras*).
- Si se trata un jinete de ejercicio en el lugar:
  - el personal médico contratado que asista deberá proveer tratamiento médico hasta derivar al paciente de acuerdo con su criterio médico;
- Si se llama a la ambulancia del Departamento de Bomberos de la ciudad de Albany para brindar atención, se trasladará al jinete o jinete de ejercicio herido en dicha ambulancia hasta una de las siguientes ubicaciones para trasladarlo a un hospital local;
  - Si las heridas se consideran poco graves, se trasladará al jinete o jinete de ejercicio en la Ambulancia del GGF fuera de la pista para que lo recoja la ambulancia del Departamento de Bomberos de la ciudad de Albany o
  - Si las heridas se consideran graves y no se pueden movilizar al jinete o jinete de ejercicio, el personal de seguridad del GGF escoltará la ambulancia del Departamento de Bomberos de la ciudad de Albany directamente hacia la pista para que recoja al paciente.



#### "ACTIVIDADES POSTERIORES A LAS HERIDAS"

- Se debe informar el incidente de inmediato al representante correspondiente de la Asociación de jinetes de California (CSHA, por su sigla en inglés);
- Con el asesoramiento del personal médico contratado que asista, la gerencia debe completar un "Informe de investigación de accidentes/ heridas" luego de que se completen los procedimientos que se apuntaron anteriormente.



July 21, 2022

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: Pacific Racing Association – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Berkeley Fire Department is not able to conduct more than one inspection per year at Golden Gate Fields. Pacific Racing Association has previously submitted to the board the Berkeley Fire Department's clearance letter dated January 11, 2022.

Pacific Racing Association is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Golden Gate Fields perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

DocuSigned by:  
  
BD96B155F7C1457  
David Duggan



Department of Fire and Emergency Services  
Division of Fire Prevention  
2100 Martin Luther King Jr Way, 2<sup>nd</sup> Floor  
Berkeley, CA 94704

Roy Roenbeck  
Environmental Health & Safety Director  
Pacific Racing Association/Golden Gate Fields  
1100 Eastshore Highway  
Berkeley, CA 94710

January 11, 2022

Subject: Fire & Life Safety Inspection of Golden Gate Fields in Berkeley, CA

Dear Mr. Roenbeck:

On Wednesday, August 4, 2021, the City of Berkeley Fire Prevention Division Inspectors conducted an annual inspection of the barns and buildings located on the Berkeley, CA, portion of Golden Gate Fields for compliance with Berkeley Fire Code requirements (Berkeley Municipal Code Chapter 19.48). Some fire code violations were found. Re-inspections were completed on Tuesday, December 14, 2021, and Monday, January 10, 2022. Photo documentation of the remaining repairs were sent on Tuesday, January 11, 2022. Upon re-inspection of the facilities, it was found that there were no outstanding fire code violations. Golden Gate Fields is hereby granted a fire clearance.

This fire clearance establishes a reasonable standard of fire safety as addressed in Title 4, Division 4, Article 17, Section 1927 Fire Prevention of the California Code of Regulations.

These facilities are considered to be compliant with the fire code until the next scheduled inspection unless and until we receive information to the contrary. Should you have any questions or concerns regarding the annual inspection, then please contact me at 510-981-5582 or [dtieu@cityofberkeley.info](mailto:dtieu@cityofberkeley.info).

Thank you and the entire Golden Gate Fields team for your patience with us and our staffing shortage that created delays in our ability to come and inspect the premises.

Sincerely,

A handwritten signature in blue ink that reads "Dori Tieu".

Dori Tieu  
Deputy Fire Marshal, City of Berkeley Fire Department  
[dtieu@cityofberkeley.info](mailto:dtieu@cityofberkeley.info) or 510-981-5582

# ALBANY CALIFORNIA

CITY OF ALBANY



FIRE DEPARTMENT

1000 SAN PABLO AVENUE

ALBANY, CA 94706

510 528-5770

[www.AlbanyCA.org/fire](http://www.AlbanyCA.org/fire)

January 11, 2022

Roy Roenbeck  
Environmental Health & Safety Director  
Pacific Racing association/Golden Gate Fields  
1100 Eastshore Highway  
Albany California 94706

Mr. Roenbeck,

Fire inspector Thomas Peters and Katherine Belman from the City of Albany Fire Prevention Department together with Golden Gate Fields Fire Prevention Supervisor conducted a Life and Safety inspection on January 10, 2022. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2022 racing season. Clearance for the facility is granted for all aspects of your operation.

Please note that operations beyond the scope of normal racetrack activities may require additional inspections with additional fees.

Please feel free to contact our office with any questions.

Thomas Peters  
Fire Prevention Inspector

City of Albany  
1000 San Pablo Ave.  
Albany, CA 94706

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

<b>Certificate Holder:</b> California Horse Racing Board 1010 Hurley Way Sacramento, CA 95825 Attn.: Insurance Department	<b>Named Insured and Address:</b> Pacific Racing Association dba Golden Gate Fields 1100 Eastshore Highway Albany, CA 94706  <b>Subsidiary/Divisions:</b> Pacific Racing Association 1100 Eastshore Highway Albany, CA 94706  and  Pacific Racing Association II dba Golden Gate Fields 1100 Eastshore Highway Albany, CA 94706
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**This certificate is issued regarding:**

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Liberty Mutual Insurance Company	TB1-B71-170912-032	Jun 30, 2022 to Jun 30, 2023	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 500,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-012	Jun 30, 2022 to Jun 30, 2023	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

**Additional Information:**

The Commercial General Liability Policy, placement was made by Marsh Commercial Business Center, a Service of Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

The Workers' Compensation and Employers' Liability Policy, placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

**Notice of cancellation:**

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

<b>Marsh Canada Limited</b> 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: - Certs.Stronach@marsh.com	Marsh Canada Limited   By: _____ Catherine Evans
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and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

**17. CONCESSIONAIRES AND SERVICE CONTRACTORS**

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each:

Does the association provide its own concessions? Yes  No

**18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT**

- A. Attach a copy of the promotional and marketing plans for the race meeting.
- B. Promotional/Marketing budget for this race meeting: \$165,000  
Promotional/Marketing budget for prior race meeting: \$165,000
- C. Number of hosts and hostesses employed for meeting: 2
- D. Describe facilities set aside for new fans. Customer Service – Our customer service center is open year-round with a trained customer service representative to assist fans with general racing information, maintain our frequent fan club known as the THOROUGHBREDS, and assist with XpressBet sign ups and account maintenance
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
  - 1. Horsemen Replaced turf course rail (inside and outside) with PVC by DuralockCapital barn roofing improvements in the barn area Updated all barn area lavatory facilities with touchless sanitizing equipmentContinuation of laundry service for the Jockey's Room by GGF Adhered to the yearly Tapeta® maintenance schedule of 5x per year in January, April, June, September and December Continual roadway, horse paths, and barn repairs Replaced clubhouse turn track fence Installation of added safety light during training hours Added Owner/Trainer seating area near Winners Circle equipped with heaters
  - 2. Fans Created new family area on A Deck complete with fencing, artificial turf etc. (Golden Gate Green) Hired Roaming Ambassadors to assist fans with questions regarding wagering and contactless system Remodeling Paddock Pub with projection screen TV, furniture, and flooringProviding tours of the front side facility to fans upon request Continual parking lot and roadway repairsAdded contactless Food & Beverage delivery ordering system "GoTab"Purchased Daktronics big screen for enhanced viewing of races and local sports games in between races Heavy GGF Social Media presence in the Bay AreaNew themed events offered every weekend for pre purchase on "Event Brite" with giveaways included
  - 3. Facilities in the restricted areas Equine Hospital

**19. SCHEDULE OF CHARGES**

- A. List proposed charges. Note any changes from the previous year.
 

Admission (general)	\$6.00
Admission (clubhouse)	\$6.00



Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	\$10.00
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	\$3.00
(off-track)	\$3.00

B. Describe any "Season Boxes" and "Turf Club Membership" fees.

Turf Club – Full Season Single Membership	\$ 1,000.00
Turf Club – Full Season Dual Membership	\$ 2,000.00
Club House Box (4 seats, no admission)	\$ 450.00
Club House Season Pass (Admission only)	\$ 400.00
Grandstand Season Pass (Admission only)	\$ 200.00

C. Describe any "package" plans, such as combined parking, admission, and program. Designated Group Sales packages include parking, admission, program, and buffet

## 20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many 23  |  |
| <input checked="" type="checkbox"/> Showers                        | <input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets | <input checked="" type="checkbox"/> Lounge area              |
| <input checked="" type="checkbox"/> Masseur                        | <input checked="" type="checkbox"/> Food/beverage service                | <input checked="" type="checkbox"/> Certified platform scale |

B. Describe the quarters to be used for female jockeys/drivers. Fifteen by twenty foot room accessed from a community hallway. The room has a television and bed with attached shower room, sink, and toilet.

## 21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by Investigators Bartholomew, Smith, and Longoria on August 11, 2022.

B. Number of rooms used for housing on the backstretch of the racetrack: 140

C. Number of restrooms available on the backstretch of the racetrack: 18 with showers, 7 In office area

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 restroom per every 12 people

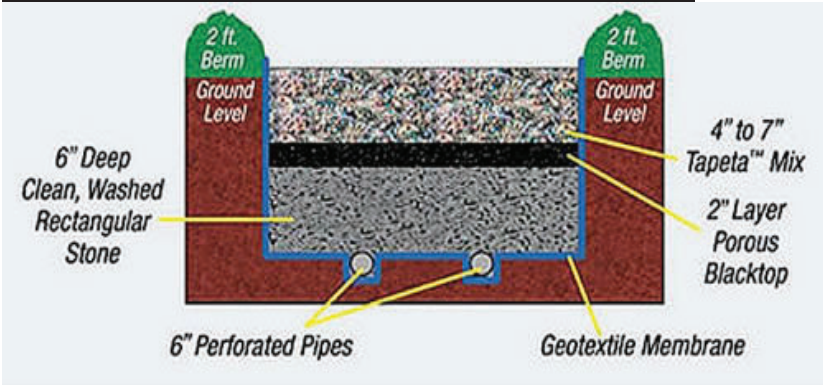
## 22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition.  
Tapeta ® Footings Synthetic Track Surface

C. The percent of cross slope in the straightaways is: 1.5%  
The percent of cross slope in the center of the turns is: 4%

**Tapeta® Footings Synthetic Track Surface**



### 3<sup>rd</sup> Party Lasix Administration Agreement

This 3<sup>rd</sup> Party Lasix Administration Agreement (this "Agreement") is entered into as of November 30, 2017 (the "Effective Date") by and between the Pacific Racing Association and Pacific Racing Association II (collectively "PRA"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT" and each individually a "Party" and collectively the "Parties").

#### Recitals

- A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.
- B. CHRB Rule 1845 further requires that the agreement describe PRA's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.
- C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

#### Agreement

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, PRA, TOC, and CTT to hereby agree as follows:

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.
2. Cost to Horsemen. The owner shall pay to PRA (on a per administration basis) an amount equal to thirty-five dollars (\$35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. PRA may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.
3. Number of Veterinarians and Technicians. PRA shall initially hire two (2) furosemide veterinarians to administer the race day furosemide. If PRA decides, after consultation with the TOC and CTT, that additional furosemide veterinarians or furosemide

veterinary technicians are necessary for the proper and orderly administration of race day furosemide, PRA shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

a. By way of this Agreement, each individual Thoroughbred owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. The syringe used to administer the furosemide shall be placed in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify PRA and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys, and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft, and any and all other actions or inactions related to the evidence bag and/or syringe after PRA has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. TOC and CTT Covenants.

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred trainer to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, including the Exhibit, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. PRA, TOC, and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule, or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than PRA, TOC, and CTT. Except for PRA, TOC, and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

The Parties have entered into this Agreement as of the date first written above.

Pacific Racing Association

By: Scott Darby  
Name: SCOTT DARBY  
Title: VICE PRESIDENT

Pacific Racing Association II

By: Scott Darby  
Name: SCOTT DARBY  
Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

California Thoroughbred Trainers, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Parties have entered into this Agreement as of the date first written above.

Pacific Racing Association

Pacific Racing Association II

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

The Parties have entered into this Agreement as of the date first written above.

Pacific Racing Association

Pacific Racing Association II

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

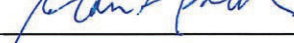
Title: \_\_\_\_\_

Title: \_\_\_\_\_

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Alan F. Balch

Title: \_\_\_\_\_

Title: Executive Director

Exhibit A

Golden Gate Fields Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

## Exhibit A

### **Golden Gate Fields Furosemide Protocol**

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.
2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.
3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.
4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-500mg (3cc to 10 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.
5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.
6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.
7. The trainer of any horse to be entered in a race in a race at Golden Gate Fields shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any

previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Golden Gate Fields or have arrived at Golden Gate Fields no later than 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. If applicable, as it relates to all horses that are entered to race on any given day and that are not stabled at Golden Gate Fields or have not arrived at Golden Gate Fields by 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Golden Gate Fields that the horse will occupy prior to the race no later than 4:15 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Golden Gate Fields no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Golden Gate Fields, if the horse is not stabled at Golden Gate Fields, PRA security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

## Exhibit B

### **Medication Administration Protocol**

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.
2. The furosemide coordinator , furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
  - a. All furosemide eligible horses are assigned to a veterinarian or technician.
  - b. Only one furosemide veterinarian or technician is assigned to each horse.
  - c. Furosemide ineligible horses are not assigned for furosemide treatment.
  - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.
7. Administration of the medicine.
  - a. The furosemide veterinarian, or technician, shall:
    - i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

\*\*If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or if applicable, assist in identifying the horse through physical description or microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement

\*\*In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

**2022 Fall  
Race Meet Agreement**

Between

**Pacific Racing Association**

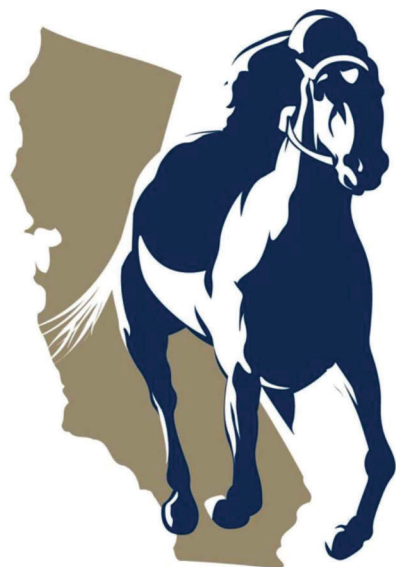
and

**Thoroughbred Owners  
Of California**

**October 19, 2022**

Through

**December 20, 2022**



**TOC**

Thoroughbred Owners of California

*Forging the Future*

## Table of Contents

1. Race Meet .....	1
2. Purse Distribution .....	1
3. Distribution Estimated .....	2
4. Daily Mutuel Handle.....	3
5. Gross Racing Distributions .....	4
6. TOC and CTT Distributions .....	4
7. Net Racing Distributions.....	4
8. Racing Programs .....	5
9. Uniformity and Consistency .....	13
10. Changes to Race and Eligibility Requirements.....	13
11. Number of Horses in a Race .....	14
12. Maiden and Cal-bred Races .....	14
13. Stall Assignments.....	15
14. Holding (Transit) Barn.....	16
15. First Post Time .....	16
16. Interrupted Racing Schedules: Force Majeure.....	16
17. Stabling at and Vanning from Auxiliary Stabling Facilities.....	17
18. Accessibility to Track .....	17
19. Anti-Monopoly Provision .....	17
20. Credentials .....	18
21. Training Facilities .....	18
22. Owners' Proprietary Rights .....	19
23. Race Sponsorships .....	20
24. Intrastate Simulcasting .....	20
25. Interstate Simulcasting (Export) .....	20
26. Interstate Simulcasting (Import) .....	21
27. International Simulcasting (Export).....	21
28. International Simulcasting (Import).....	21
29. Intrastate Advance Deposit Wagering ("ADW").....	22
30. Fire and Disaster Insurance.....	22
31. TOC Covenants.....	22
32. Track Covenants .....	23
33. Mutuality .....	23
34. Default.....	23
35. Inconsistent Language.....	24
36. Notices .....	24
37. Reservation of Rights.....	24
38. TOC Office Space.....	24
39. TOC Signage.....	24
40. Backstretch Cafeteria .....	25
41. Daily Fantasy Sports .....	25
42. Historic Horse Racing.....	25
43. Other California Matters .....	25
44. Miscellaneous.....	25
Exhibit A .....	29
Exhibit B .....	30
Exhibit C .....	31
Exhibit D.....	32
Exhibit E .....	33
Schedule 1 .....	34

**2022 Fall Race Meet Agreement  
Golden Gate Fields & Thoroughbred Owners of California**

This Agreement is entered into by and between Pacific Racing Association (“Track”) on the one side and the Thoroughbred Owners of California, Inc. (“TOC”) on the other side and becomes effective on October 19, 2022.

RECITALS

A. Track is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the Business and Professions Code of the State of California.

B. TOC is the duly organized owners’ association recognized by the California Horse Racing Board (“CHRB”) as having authority to negotiate and covenant with Track pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California.

C. Track and TOC, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of Track, TOC, its members, and racing patrons, and for the purpose of providing for an orderly and uniform method of stakes and overnight purse distribution by Track, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Track and TOC (each a “Party”, and collectively, the “Parties”) hereby agree as follows:

1. Race Meet. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meetings conducted by Track under license from the CHRB for the period of October 19, 2022 through December 20, 2022 (the “Term”).

2. Purse Distribution.

a. Track and TOC acknowledge and agree that disbursements made by Track to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the Business and Professions Code. All moneys available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, deposits by TOC, and interest on the Paymaster Account, shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be

commingled with monies belonging to Track. In this regard, the Track and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991, with respect to interest on the Paymaster Account.

b. Track further agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and TOC shall be ultimately responsible for the re-collection of such distributed amount; provided further that if Track is unsuccessful in recollecting the amount TOC shall be liable for the amount redistributed to the new winner(s).

3. Distribution Estimated.

a. Track and TOC acknowledge and agree that it is in the best interest of racing in Northern California to attempt to provide uniform purse levels throughout the racing year for race meets conducted by Track. Track and TOC have concluded that such uniform purse levels will enhance the chances of owners continuing to race their horses and of owners moving horses to Northern California.

b. In recognition of the need to stabilize purses at race meets conducted by Track, and to project a uniform purse schedule, it is understood by the Parties that excesses and deficiencies of purse funds (underpayments and overpayments) shall be carried over to the Track's next race meeting.

c. Representatives of Track and TOC shall consult with each other during each individual race meet of the Term for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Section 2 of this Agreement. Track shall provide to TOC prior to each individual race meet which takes place during the Term and on a weekly basis during such individual race meet, for TOC's information, Track's projections (and supporting documents) of estimated purses for such individual race meet. In addition, Track shall provide to TOC on a weekly basis with a calculation of the total purses generated in the previous week of live racing and the aggregate overpayment or underpayment of the purse account factoring in the previous week's results.

d. Track shall instruct CHRIMS to give TOC access to Track's information that it has historically received. Additionally, Track shall provide TOC with a weekly purse report including calculation of purse revenues generated in such week and purses paid by race day and individual race. Track and TOC shall review the amount of purses generated and the amount of purses paid at the end of each individual meet which occurs during the Term with the

understanding that any errors discovered that result in either an overpayment or underpayment will be addressed by the parties in the establishment of purse levels for the next meet at Golden Gate Fields as mutually agreed upon by TOC and Track.

4. Daily Mutuel Handle.

a. The projection for overnight purses for the Term is attached as Exhibit A. Notwithstanding anything to the contrary in this Agreement, if it appears to Track and TOC that purses generated are meaningfully above or meaningfully below those projected in Exhibit A, such that it becomes reasonably necessary to revise the projections of Exhibit A, purses may be increased or decreased with the written consent of both Parties, such consent not to be unreasonably withheld. Nothing in this Section 4 shall preclude retroactive payment of purse monies, the terms and amounts of which to be reasonably determined by the Parties.

b. On a regular basis, representatives of Track and TOC shall consult with each other for the purpose of making a determination as to whether purse monies are being generated as anticipated by Exhibit A and as to whether purse monies are being distributed as therein contemplated.

c. Purse reductions, if any, shall be applied uniformly to overnight purses until such time as the reductions result in a projection by Track and TOC for stakes purses of fifteen percent (15%) of the Net Racing Distribution, unless otherwise agreed. At such time as the projected Net Racing Distribution for stakes purses reaches fifteen percent (15%), any further reduction of purses shall be applied uniformly to the then announced stakes program (except for Graded Stakes), as well as overnight purses, unless otherwise agreed. In no event shall Track be obligated to supplement purses.

d. Any increase or decrease in overnight purses shall be applied across all types and conditions of overnight races and overnight stakes races in the same relative proportions; e.g., if overnight purses are increased or decreased by ten percent (10%), then the purse for each type and condition of overnight race shall be increased or decreased, as the case may be, by ten percent (10%), subject to such "rounding" as may be agreed upon by Track and TOC.

e. Notwithstanding anything to the contrary in this Agreement, if it appears to Track and TOC at any time during the Term that the purses generated from all forms of wagering will be substantially increased above that which was initially anticipated, the excess shall be used to increase overnight purses, prospectively unless otherwise agreed upon by Track and TOC.

f. All amounts carried over for purses, if any, to Track's next meet shall accrue reasonable interest commencing at the conclusion of the meet which resulted in there being a carry-over and continuing until the start of Track's next meet.

5. Gross Racing Distributions.

a. Whenever the term “Gross Racing Distribution” is used herein, it shall mean and refer to those portions of the funds handled in Track’s pari-mutuel pools which Track is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California Business and Professions Code, including but not limited to, §§19491(b), 19491.5, 19491.6, 19596, 19598, 19601, 19602, 19611(d), 19611.5, 19613, 19616, and 19641 and reduced by the amount of overpayment of purses, if any, during Track’s prior meet.

b. The Gross Racing Distribution shall include unclaimed refunds (“outs”), if any, from Track’s previous year’s meet as provided in Section 19601(d) of the California Business and Professions Code and shall also include repayments to the purse account from the previous year of all amounts due under 19604(f) of the California Business and Professions Code.

c. Gross Racing Distribution does not include amounts paid as owners’ premiums, breeders’ awards, stallion awards, or California-bred incentive awards pursuant to the provisions of the Business and Professions Code §§19616 and 19617 actually received by Track, but does include decreases, as provided in §19613.5 to compensate Track for actual losses sustained in pari-mutuel minus pools.

6. TOC and CTT Distributions.

a. Track shall pay to TOC and California Thoroughbred Trainers, Inc. (“CTT”) during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) of the amount available to thoroughbred horses for purses to TOC and a total of one and one-half percent (1-1/2%) to CTT and the Horsemen’s Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision shall be referred to collectively, as “TOC and CTT Distributions.”

b. The sums payable under this Section shall be paid on Friday of each week during the Term; the final payments shall be made on or before 10 calendar days following the close of each of the individual race meets which takes place during the Term. All such payments shall be based upon actual receipts by Track of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

7. Net Racing Distributions.

a. Whenever the term “Net Racing Distribution” is used herein, it shall mean and refer to the balance of funds constituting Gross Racing Distribution less:

i. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California Business and Professions Code;

ii. Funds authorized by TOC to be paid to NTRA in accordance with Section 19613.05(a) of the California Business and Professions Code, if applicable; and,

iii. Funds authorized for the Cal-bred Maiden Bonus Program.

By way of example only, and solely for clarification, if during an individual race meet which takes place during the Term, Track's Gross Distribution were \$1,000,000, TOC would receive one percent (1%), \$10,000; 1-1/2% would be distributed to the CTT and to the Horsemen's pension fund as required by law; up to 1-3/4% would be distributed to TOC for NTRA. The Net Racing Distribution would be \$957,500.

b. Except as otherwise agreed upon herein, Track shall pay to overnight purses during each individual race meet which occurs during the Term, as additional moneys, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during each individual race meet which occurs during the Term. Said additional moneys shall be considered part of the Gross Racing Distribution. Track shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California Business and Professions Code and up to one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California Business and Professions Code, if applicable. In the event of a deficiency in the Satellite Fund such that moneys were paid to overnight purses during any of the individual race meets which occurs during the Term which otherwise would not have been paid if the exact amount of the Satellite Fund had been known at the time of overnight purse distribution, then such excess payments by Track shall be deducted from Track's next meet.

## 8. Racing Programs.

### a. Stakes Programs.

i. From the total Net Racing Distribution available for each individual meet which takes place during the Term, owner's money shall not be used for stakes in excess of the stakes schedule attached hereto and made a part hereof as Exhibit C, unless otherwise agreed upon by Track and TOC.

ii. With respect to all races in which the stakes purse is guaranteed by Track, all fees advanced by owners/trainers, including but not limited to, nomination, entry, sustaining, starting fees, and supplemental fees which are in excess of the amount of the guaranteed purse shall be returned to the overnight program for use during the Term.

iii. When a division of a stakes event is necessary, it is agreed that Track will not increase the purse by more than fifty percent (50%) of the purse originally scheduled; provided, however, that each stake will run for at least the minimum purse for its black type or graded status. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight monies. Track shall not

split a stakes race without first obtaining the approval of TOC, which approval shall not be unreasonably withheld.

iv. Stakes races will carry high weight preferred and/or stakes winners preferred clauses, with the field to be limited to the number of stalls in the starting gate. Except for races where purses are supplemented by Breeders' Cup, all One Hundred Thousand Dollar (\$100,000.00) or more stake races will be guaranteed stakes and shall require total fees of at least one percent (1%) of the gross purse for each starter.

v. Unless expressly agreed otherwise by TOC, Track shall ensure that all stakes races offered, whether offered as a scheduled or overnight stakes event, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance, or other criteria set by the ICSC.

vi. It is contemplated that Track may decide to increase the purse above the amount of the purse already published for selected stakes races and may, alternatively, desire also to write a new stakes which is not included in the list attached hereto as Exhibit C for promotional reasons. In the event Track desires to increase the purse above that set forth in Exhibit C or write a new stakes not included in Exhibit C, and purse funds generated from pari-mutuel handle will be meaningfully more than that generated at Track during the prior year, TOC agrees it will allow the use of such excess purse monies for stakes to the extent that purses for stakes paid during the Term do not exceed 20% of the projected Net Racing Distribution, provided further that Track shall obtain the written approval of TOC as to the specific new stakes races selected and specific stakes races for which Track intends to increase purses, which consent shall not be unreasonably withheld.

vii. Track shall provide TOC at least seven days prior written notice of any proposed increase in purses for stakes races listed in Exhibit C or any proposed new stakes races not included in Exhibit C.

viii. Track agrees to use its commercially reasonable efforts to submit a tentative stakes schedule for each individual race meet during the Term to TOC at least four (4) months, but in no event less than two (2) months, prior to the first day of the subject race meeting.

ix. The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees, and supplemental fees previously announced for the above-referenced stakes races shall not be reduced during the Term.

x. Track shall not cancel any stakes race without first obtaining the prior written approval of TOC, which approval shall not be unreasonably withheld.

xi. For all stakes races offering a purse of \$100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race. For the purposes of this provision,

surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel who are equipped with a video camera, communications device, and a notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, Track, trainer, or owner. Track and TOC agree that this policy may be revisited and modified at any time during the Term, provided Track and TOC mutually agree.

b. Overnight Program.

i. Track is encouraged to, and may from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, which consent shall not be unreasonably withheld, and, unless otherwise expressly approved by TOC, purse moneys offered and paid shall not deviate from that authorized pursuant to the approved purse schedule, but will not be deemed a part of the total stakes purses. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, and/or starting fee.

ii. In the event that any overnight stake race has four (4) separate wagering interests, with at least three different trainers, and Track desires to cancel such overnight stakes race, Track must receive TOC approval in writing in advance of canceling any such race, which consent shall not be unreasonably withheld.

iii. Without prior consultation and written approval of TOC, Track shall not schedule nor use any purse moneys for the purpose of conducting an “exhibition” or “match” type races, or any type of racing other than thoroughbred racing as provided for herein during any individual race meet which occurs during the Term. Notwithstanding the foregoing, Track may conduct six (6) Arabian races during the Term so long as: A) no Thoroughbred purse money is used in such races, B) such races will not replace a Thoroughbred race otherwise scheduled to be run, and C) all purse generation during the Term from the Arabian races will accrue to the TOC.

iv. During the Term, Track and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows:

A. The minimum claiming price, other than maidens, will be \$3,200;

B. The minimum purse, for all races other than maiden races, shall be the rate as set forth on Exhibit B;

C. The minimum claiming price for two-year-old maidens will be \$12,500.00 for the Winter-Spring and Summer meets and \$8,000.00 for the Fall meet, and \$5,000 for maidens three years old and upward;

D. The minimum purse for maiden races shall be the rate as set forth on Exhibit B;

E. Purses for straight maiden races shall be a minimum of \$30,000; In the event Track receives TOC approval to conduct two (2) furlong Maiden Allowance Races for two-year-olds, the minimum purse shall be mutually agreed upon by Track and TOC;

F. The minimum distance for which Track will offer a race for two year-olds shall be two (2) furlongs. No such race shall be offered before March 1<sup>st</sup>.

G. Purses paid for two-and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

H. Purses for "Cal-bred" races, excluding supplements from the California Bred Race Fund, shall be equivalent to purses paid in "open" races for substantially the same class and conditions;

I. Overnight purses shall not exceed the rate as set forth on Exhibit B per race provided further that Overnight stakes shall not exceed the rate as set forth on Exhibit B or C, as applicable, per race excluding any purse money generated from the Cal-Bred Fund and the TOC Cal-bred Incentive Program;

J. Purses for all races during the Term will be divided as follows unless otherwise mutually agreed upon by Track and TOC:

I. Sixty percent (60%) of the purse to first;

II. Twenty percent (20%) for second;

III. Twelve percent (12%) for third;

IV. Six percent (6%) for fourth; and,

V. Two percent (2%) for fifth.

K. A "Participation Purse" in the amount of \$450, or such other amount which is mutually agreed upon by Track and TOC, funded from the purse account, shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

L. A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Exhibit

B. Track shall not schedule any different type of race, provide for different conditions or change purses from that provided in Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld;

M. Unless otherwise agreed upon by Track and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run; and,

N. Track agrees to use the “date” system for purposes of determining which horses have priority when entering races, unless the Racing Secretary and TOC mutually agree otherwise.

c. Purses Generated from Interest on Paymaster of Purses Account.

i. TOC and Track agree to meet at least 30 days prior to the commencement of each individual race meet which occurs during the Term to discuss the amount of projected interest earned on the Paymaster of Purses Account and to discuss further how the TOC’s share of such interest should be utilized, i.e., the amount of purses and for what kind of race.

ii. Track will provide to TOC at no cost to TOC, within thirty (30) days following each individual race meet which occurs during the Term, a complete written account of all Paymaster earnings during each individual race meet that takes place during the Term and the amount of Special Purses actually paid.

iii. The interest earned on the Paymaster of Purses Account which was not used for Special Purses during any individual race meet during the Term shall be held by Track in an interest-bearing account until Track’s next meet and then used for purses during the Track’s next meet.

d. California-Bred Incentive Program and Allowance Purse Increase.

i. Unless subsequently and otherwise agreed to in writing by the Parties, an amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by Track from purse funds as an owner premium to the owner of a registered California-bred Thoroughbred horse which finishes first through fifth. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race, and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred

horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

e. Other Conditions. During the Term, Track and TOC agree that the following terms and conditions shall apply:

i. Track may schedule six (6) Arabian races during the Term so long as Track complies with the conditions for such Arabian races as set forth in subsection (b)(iii) above. Otherwise, Track will not schedule equine racing other than only thoroughbred racing during the Term;

ii. Track agrees to wash or otherwise clean the racing colors or “silks” of owners with horses competing during the Term. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at Track’s expense without right of reimbursement from TOC, the individual owners, and/or their trainers;

iii. The following are the workout criteria that will be in effect during the Term. The minimum official, recorded workout distances and number of works for horses to run at Track during the Term are as follows:

A. Two Year Olds:

I. First time starters in races two furlongs; three works; one of which is at least ¼ mile and a gate okay.

II. First time starters in races under 6 furlongs (not including two furlongs); three works; one of which is at least ½ mile and a gate okay.

III. First time starters in races 6 furlongs or over; three works; one of which is at least 5/8 mile and a gate okay.

B. Three Year Olds and Upward:

I. First time starters: three works, one of which is at least 5/8 mile and a gate okay.

II. Non-starters for:

(1) 30 days – one work at least 3/8 of a mile within those 30 days;

(2) 60 days – two works, one of which is at least 5/8 mile, or two ½ mile works, with one of the works being within the past 30 days;

(3) 90 days – three works; with at least two works during the last 60 days, one of which is at least 5/8 of a mile or both being ½ mile, with at least one of the works being within the past 30 days.

C. Horses eased or placed on the stewards' list for poor performance will be required to show a 5/8 mile work since that race except for two year olds running less than 5/8 of a mile who will be required to work race distance;

D. Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards;

E. Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, unless otherwise approved by Stewards, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

iv. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Track's enclosure during the Term, except as expressly authorized by Track. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the Term may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of Track. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

v. Provided that the following conditions are satisfied, Track agrees to permit the scratch of a bona fide entry so long as at least six (6) horses entered remain in the race: A) the scratched bona fide entry has already been entered into a subsequent race at the Track on either of the next two following race days and B) the Stewards approve the scratch.

vi. Track agrees to use an also eligible list containing up to four (4) horses, however, in no event will the number of horses drawn for a race including also eligibles exceed eighteen (18). Horses may remain on "Also Eligible List" after scratch time, but will be removed by Stewards at a time agreed upon by both Track and Stewards.

vii. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

viii. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will

have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

ix. If and when allowed by government regulations, Track shall provide two free clubhouse admissions to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

x. If and when allowed by government regulations, Track agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes specified on Exhibit C (not including overnight stakes) shall be the guest of Track in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service, for a maximum of four (4) individuals per horse competing; and

xi. During the Term, within 48 hours of receipt of a written request from TOC, Track agrees to provide to TOC, in written and/or electronic form, such Incompass services data as is reasonably necessary to respond to TOC's request.

xii. Track agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any reasonable veterinary fees and/or any reasonable transportation costs incurred as a result of being entered to run in any race cancelled by Track. Said reimbursement is intended to apply to situations in which the Track has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in Section 16, or as a result of the intervening unforeseen acts of independent third-parties, or with the written consent of TOC. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

xiii. TOC understands and agrees that the Track has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Term. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify its members that the Policy imposes on any owner and trainer stabled at a Track owned facility or competing in a race run at a Track owned facility, who directly or indirectly participates in the transport of a horse from a Track owned facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at Track, or other off-track stabling facility over which Track exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from a Track owned facility where the ultimate intended result is the horse's slaughter.

xiv. Track agrees to provide anyone leading a horse to the paddock for the races a numbered vest identifying the horses' post position. It is intended that such vest will

be worn from the time the horse leaves the receiving barn until the horse leaves the paddock for the post parade. Vests will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers.

9. Uniformity and Consistency.

a. Track and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for each individual race meet which takes place during the Term shall represent the standard or "norm" for such individual race meet. Track shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book; provided, however, that Track may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated during any individual race meet which occurs during the Term. Any such changes, however, can be made only after first obtaining the prior written consent of TOC, which shall not be unreasonably withheld.

b. Track agrees that, in preparing its Condition Book, only one distance shall be prescribed for each race. If, however, the race is subsequently taken at an alternate distance, then, and in that event, the distance prescribed in the Condition Book shall have preference if the race fills at the prescribed distance even if more entries are taken for the alternate distance than for the distance prescribed in the Condition Book.

c. Track agrees to submit to TOC a draft of each proposed Condition Book at least forty eight (48) hours prior to the date it is sent to the printers to enable the TOC to review such Condition Book.

d. Track further agrees to meet with TOC within five (5) calendar days after the issuance of each Condition Book to discuss and review suggestions for the next Condition Book.

e. Track agrees to use its commercially reasonable efforts to make its first Condition Book for each individual race meet during the Term available to horsemen at least 10 days prior to opening day.

f. Track will make the Condition Books available to horsemen at least five (5) calendar days prior to the first race provided for in the Condition Book.

g. Track agrees that each Condition Book will provide for at least two weeks of racing, except for the last Condition Book. Track agrees that each Condition Book will include an index of races contained in said Condition Book.

10. Changes to Race and Eligibility Requirements. Except as expressly authorized herein, absent prior agreement with TOC, Track shall not, during any individual race meet which takes place during the Term, implement or put in place any change to the overnight purse

structures, minimum purse awards, minimum claiming levels, or eligibility requirement, as set forth in the first Condition Book for each individual race meet which occurs during the Term, nor shall Track change or modify the conditions of the meeting set forth in Track's stall application form or contained within the first Condition Book.

11. Number of Horses in a Race.

a. When six (6) horses or more are entered in an allowance race set forth in the Condition book and there are six (6) separate wagering interests, and provided such horses are either stabled on the grounds or at an authorized Northern California auxiliary facility, such race shall be considered filled and shall run. It is also agreed by the Parties that the Racing Secretary has the discretion to use allowance or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program.

b. For all other overnight races set forth in the Condition book, except as otherwise provided herein, when seven (7) horses are entered under at least seven (7) separate wagering interests and (7) separate trainers, and provided such horses are either stabled on the grounds or at an approved auxiliary stabling facility, if any, such race shall be considered filled and shall run. It is also agreed by the Parties that the Racing Secretary has the discretion to use other overnight races set forth in the Condition book when seven (7) horses are entered under at least seven (7) separate wagering interests and less than (7) separate trainers, except in Cal-bred maiden allowance races wherein six (6) separate wagering interests shall constitute a full field provided that the six (6) separate wagering interests are stabled in Northern California.

c. If not run as originally scheduled, Track will use its commercially reasonable efforts to reschedule the race in question or a similar race as an "extra" race within the next three racing days. Track will notify TOC of cancellation of such races, listing the names of the horses that did enter.

12. Maiden and Cal-bred Races.

a. Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds, if any, which furnish horses for racing at each individual race meet which takes place during the Term, and are ready to participate in such scheduled races, Track will run an average of not less than 2.5 maiden races per day during such race meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

b. It is also understood and agreed that Track will use its commercially reasonable efforts to provide an average of one (1) race each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the CHRB Rules and Regulations. In the event a Cal-Bred race does not fill and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

c. A Cal-bred allowance race shall not be opened up in the event that there is a minimum of six (6) betting interests entered (with all six stabled on the grounds or at an offsite

stabling facility, if any such site is used by Track). Cal-bred claiming races for a claiming price of \$12,500, or less, shall not be opened up in the event that there is a minimum of eight (8) betting interests entered (with at least six (6) stabled on the grounds or at an offsite stabling facility, if any such site is used by Track). Cal-bred Claiming Races higher than \$12,500 shall not be opened up in the event there are a minimum of seven (7) betting interests entered (provided at least six (6) are stabled on the grounds or at an offsite stabling facility, if any such site is used by Track).

d. The provisions of Section 11 would also apply to the number of qualifying Cal-bred betting interests when determining when a race is full and shall be run and listing the names of the horses that did enter.

13. Stall Assignments.

a. Track shall, during each individual race meet which occurs during the Term, provide the number of stalls as required pursuant to its license to conduct a race meet. In the event that stalls at an off-site location are required for Track to comply with the number of stalls required pursuant to its license, such stalls will be in good condition for stabling and approved by CHRB; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, Track will not discriminate in any way against any owner by reason of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by Track. If any owner asserts that the Stall Committee of Track shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to Track.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in condition to train and run at each individual race meet which occurs during the Term; it being further agreed that horses recovering from injuries should not be laid up in stalls provided by Track. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which stalls have been approved by Track's Racing Secretary. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to Track's needs for access to such stalls for repairs, maintenance, and construction.

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, taking into consideration the character of each individual race meet which takes place during the Term and the horses and trainers suitable for the holding of such

race meet. Notwithstanding the foregoing, recognizing the significant and ongoing expense increases of the current stabling and vanning system in California and the unsustainable deficits such system has created, the Parties agree to develop a sustainable economic model that prevents the use of auxiliary stabling, if any, for horses who do not participate regularly at California tracks in such manner as a reasonable person would expect for a horse receiving full stabling and vanning, if any, cost subsidies. The Parties will meet monthly during the term of this agreement, until a mutually agreed to solution has been reached.

d. Track shall not initially allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) to any one trainer should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been initially allocated stalls, Track may allocate, on an equitable basis, up to seventy-five (75) stalls to any one trainer, and following the spirit and intent of this Section, in excess of sixty (60) stalls to any one trainer after first obtaining the written approval of TOC, which will not be unreasonably withheld. The intent of this provision is to ensure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of sixty (60) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements. The allocation of more than sixty (60) stalls to any trainer shall be based upon such trainer's historic start record. To the extent that Track allocates more than 60 stalls to any one trainer based on the foregoing, Track agrees to immediately notify TOC of the actual number of stalls that have been allocated to such trainer.

e. In an effort to promote safety, Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training three (3) days before and two (2) days after each individual race meet which occurs during the Term.

f. Track shall use commercially reasonable efforts to keep the main track and grass course in a safe condition during each individual race meet during the Term and while the main track and grass course are open for training preceding and during the Term.

14. Holding (Transit) Barn. Track agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run during the Term.

15. First Post Time. All Post times for each individual meet which occurs during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes requested in Post time following the opening of any individual meet which occurs during the Term must be submitted concurrently to CHRB and TOC.

16. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control, such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB, failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of Track by fire or other casualty shall be prevented from

conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track hereunder shall be proportionately reduced for each day that Track is prevented from operating.

17. Stabling at and Vanning from Auxiliary Stabling Facilities. In the event that stalls at an off-site location are required during an individual race meet which occurs during the Term for Track to comply with the number of stalls required pursuant to its license:

a. Track shall notify the CHRB and TOC which off-site location will be used as an auxiliary stabling facility; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. If agreed upon in writing by Track, TOC, and CTT, the auxiliary training facility maybe closed for training purposes one day per week.

b. Track agrees to provide a regulatory veterinarian at such auxiliary stabling facility on an “as needed “basis to provide trainers and owners the opportunity to have any horse or horses removed from the vet’s list. This regulatory veterinarian would observe the required work and draw blood at the off-site location so that the horse can be removed from the Vet’s list without having to be shipped to the on-track facility.

c. Intentionally Omitted.

d. Track agrees to provide to TOC a monthly written report on the occupancy and/or availability of stalls both at Track and at auxiliary facilities for which Track is required to pay compensation pursuant to the California Horse Racing Law.

18. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, not trailers, free of charge.

19. Anti-Monopoly Provision.

a. Track acknowledges TOC’s interest in assuring that horsemen will, during the Term, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen’s needs or requirements. Horsemen independently arranging for such supplies, services, utilities, transportation, hot walkers, and other facilities must strictly comply with liability protections, insurance, and safety standards required by Track of all third-party vendors.

b. TOC acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. According, TOC agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen. Track agrees to provide TOC written notice at least 24 hours before a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property unless circumstances arise which make it not feasible for Track to provide such notice to TOC.

c. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract, to the greatest extent permitted by law or the CHRB, with WestWalk Inc. to be the exclusive provider of hot walking machines.

## 20. Credentials.

a. Track agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, if any are required to comply with the terms of its license, or whose horse has competed or is scheduled to compete at any individual race meet during the Term.

b. Track further agrees to issue to all TOC Board members and its President, and authorized TOC personnel, North and South, VIP or "officials" credentials for each individual race meet during the Term, including but not limited to, an "official's" pin and clubhouse, or equivalent guest pass. The designated Northern California authorized personnel shall be provided with a parking place.

## 21. Training Facilities.

a. At all times during the Term that Track is scheduled to be open for training, Track will cause the main track to be open for training at 6:00 A.M. (roof lights when necessary), and to remain open until 10:00 A.M. a minimum of six (6) days of the week.

b. It is the intent of Track and TOC that the main track will be maintained by Track in a good and safe condition (except in the event of a water shortage or other unforeseen conditions of which Track has notified TOC) and be available for training six (6) days a week on each day horses are stabled at Track and Track is scheduled to be open for training.

c. Track agrees, on each day horses are stabled at Track to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the racing surface or turf course, or the entrance area to or from the racing surface or turf course, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing, and/or emergency medical protocol.

Track shall continue to employ its “Emergency Medical Plan” for racing and training hours. Track agrees that in the case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

d. Should a situation arise where Track foresees significant penalties for power usage or conservation measures are imposed by the State of California, training hours may be altered following discussion with the TOC.

22. Owners’ Proprietary Rights.

a. Track agrees that it will not utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing, simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a horse, absent the consent of the individual owner or owners of said horse. Track agrees it will reasonably compensate said owner or owners for the use of such name, image, or likeness.

b. Track acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the CHRB’s recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, Track agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law. Track shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast, or re-broadcast thoroughbred races conducted at Track without TOC’s advanced written consent, including without limitation any extension, amendment, or other modification to the existing agreement that has been entered into by Track or its affiliated or parent companies that is set to expire in 2021.

c. TOC, on behalf of all owners participating during the Term, consents to Track’s use of the collective image for purposes of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring during the Term. TOC consents to Track’s use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or the Federal Interstate Horseracing Act, excepting races sold by Track to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which Track receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. Track agrees to obtain TOC’s prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the Parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB.

d. TOC, on behalf of all owners participating during the Term, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for Track to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcasting locations.

e. The parties acknowledge that the proponents of the California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (the “Sports Initiative”) have secured sufficient signatures for this proposition to be a statewide ballot initiative on the November 2022 ballot in the form set forth on Schedule 1 and that the Sports Initiative would provide Track the ability to conduct sports wagering year round at Track on condition Track continued to conduct live Thoroughbred racing. The TOC contends that all net revenues resulted from such sports wagering activity should properly be treated in the same manner as parimutuel wagering (e.g., 50-50 split between Track and TOC purse account) given the express requirement for Track to continue to conduct live racing as an ongoing condition for the right to accept sports wagers under the Sports Initiative. TOC is hereby giving notice to Track pursuant to this section 22(e) that it does not intend to enter into future horsemen’s agreement with Track beyond this 2022 Fall Agreement that do not satisfactorily address the TOC’s request for equal sharing of net revenues from wagering to be conducted by Track pursuant to the Sports Initiative. Track has not agreed to share net revenues from sports wagering by Track with the TOC pure account but acknowledges TOC’s position on the issue.

23. Race Sponsorships.

a. Track shall retain all compensation, of any nature or kind received, for any sponsorship which it sells.

b. If the TOC would like to sell a race sponsorship and has a prospective race sponsor, the TOC shall meet with Track to outline the terms of the prospective sponsorship, and TOC and Track shall use good faith efforts to come to a mutually agreeable arrangement for the sale of the sponsorship and the allocation of the proceeds.

24. Intrastate Simulcasting. Purse money and commissions generated from Intrastate Simulcasting shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

25. Interstate Simulcasting (Export).

a. TOC’s consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. Prior to each individual race meet during the Term, Track will request the consent of TOC to simulcast its races to interstate brick and mortar locations and interstate advanced deposit wagering providers (collectively “Simulcast Locations”). Additionally, after the start of an individual race meet, Track may request TOC’s consent for additional Simulcast Locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC’s consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for

cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d).

b. Track and TOC acknowledge that Track enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to Track by the interstate simulcast locations. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the Track to be used for purses and retroactive payment of purses. Track believes that owners are not entitled to share net decoder revenues received by Track. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

26. Interstate Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-state locations. The Parties agree that any and all such imported interstate simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior notification of the terms of any oral or written agreements and copies of written agreements with out-of-state locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provision of the California Business and Professions Code.

27. International Simulcasting (Export).

a. Prior to each individual race meet which occurs during the Term, Track will request the consent of TOC to simulcast its races to international locations. Additionally, after the start of an individual race meet, Track may request TOC's consent for additional locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d) herein.

b. With respect to the export of simulcast races internationally which are not commingled into Track's pools, the compensation paid shall be equally divided between commissions for and purses at Track.

28. International Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-country locations. The Parties agree that any and all such imported international simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior to consummation thereof contents of oral agreements and copies of written

agreements with out-of-country locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

29. Intrastate Advance Deposit Wagering (“ADW”). Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

30. Fire and Disaster Insurance.

a. The fire and disaster insurance policy is attached as Exhibit E. Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). The amount recovered by an owner under the insurance policy set forth in Exhibit E shall be credited as an offset to the liability of Track, if any. Track shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC should the policy set forth on Exhibit E terminate during the Term. Additionally, if no policy is attached as Exhibit E upon execution of this Agreement, Track shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

b. Other than Track’s obligation set forth in subsection (a) above, if any, Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the TOC. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the TOC which are stabled or located at Track, Santa Anita Park, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Downs, and such policy has a yearly premium of \$100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). If an insurance policy is acquired pursuant to this subsection, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

31. TOC Covenants. During the Term and as long as Track is not in violation of the terms of this Agreement or of applicable law, TOC will not instigate, promote, encourage, or engage in any boycott of any race or race meeting (except and in the event the track is unsafe for racing) conducted by Track, nor will it encourage any of its members to do so; but shall, so long as Track is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with, and respect the obligations of TOC hereunder.

32. Track Covenants. During the Term and as long as TOC is not in violation of the terms of this Agreement or of applicable law, Track shall recognize TOC as the official organization representing owners and shall not file or participate in any action, claim, or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will Track engage in a lockout of TOC members.

33. Mutuality.

a. Track and TOC represent to each other that they are mutually interested in the continuance, maintenance, and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both Parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each Party will cooperate with the other to promote, foster, and retain public good will toward thoroughbred racing by conducting racing on the highest possible plane through maintenance of high standard of fairness and honesty.

b. Track will notify and consult the TOC, and, whenever reasonable and possible, obtain the consent and approval of the TOC, whenever substantial changes are contemplated by Track and proposed with respect to Track racing surfaces, racing schedule, or conditions affecting the backstretch.

c. A Horsemen-Management Committee may be created, composed of such members of the TOC as TOC may designate and the President and/or General Manager, the Racing Secretary, Track Superintendent and other administrative officials to be designated by Track. All matters concerning problems of the horsemen with the Track will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

d. If, after the execution of this Agreement, and after reasonable and good faith efforts to negotiate settlements of differences in opinion between TOC and Track, such settlements are not achieved, either TOC or Track may cause both Parties to present the matter for hearing before the CHRB as provided in Section 19613.1(c) of the California Horse Racing Law. The matter may be settled by a hearing before the CHRB or Hearing Officer appointed by the CHRB and whom shall be mutually agreed upon by TOC and Track. The decision of the CHRB or Hearing Officer, as the case may be, shall be binding on Track and TOC unless it is in contravention of applicable Federal and State law, in which case the decision may be appealed pursuant to applicable Federal and State law

34. Default. The respective covenants herein contained are concurrent, and no covenant shall be enforced by either Party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the matter may be submitted by either Track or TOC for a hearing before the CHRB as provided in Section 33(d).

35. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, or proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in this Agreement, the language in this Agreement shall control.

36. Notices. Notices required to be given under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows, or by email.

If to Track: Craig Fravel  
Santa Anita Park  
285 W. Huntington Drive  
Arcadia, CA 91007  
[Craig.Fravel@stronachgroup.com](mailto:Craig.Fravel@stronachgroup.com)

With a copy to: David Duggan  
Golden Gate Fields  
1100 Eastshore Hwy  
Albany, CA 94706  
[David.Duggan@goldengatefields.com](mailto:David.Duggan@goldengatefields.com)

If to TOC: Bill Nader  
CEO  
Thoroughbred Owners of California  
285 W. Huntington Drive  
Arcadia, CA 91007  
[bnader@toconline.com](mailto:bnader@toconline.com)

37. Reservation of Rights. The terms of this Agreement shall be without prejudice to the abilities of the Parties to challenge, by legal proceedings or otherwise, any rights, obligations, or privileges which are the subject hereof upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges following such termination.

38. TOC Office Space. Track agrees to provide to TOC free, front side office space, acceptable to TOC, during the Term.

39. TOC Signage. Track shall place a TOC sign in a prominent location mutually agreed upon by the Parties on the rail of the main track. Additionally, Track shall place a TOC sign in a mutually agreed upon location within the winner's circle.

40. Backstretch Cafeteria.

a. During the Term when horses are stabled at Track, Track will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers and backstretch personnel. The cafeteria shall remain open from 5:00 A.M. to at least 6:00 P.M. on every regular race day with early afternoon post times. Periodic closing for cleaning will apply on all days.

b. During the Term when horses are stabled at Track, Track will provide the aforementioned food service during days on which racing is not conducted from 5:00 A.M. to 1:00 P.M.

41. Daily Fantasy Sports. Track and TOC acknowledge a dispute between themselves regarding the necessity of Track sharing revenues with horsemen from daily fantasy sports contests (“DFS”) conducted by Track at Golden Gate Fields. TOC contends that DFS is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track contends that there is no current requirement for Track to share revenues from DFS activities with TOC. In an effort to resolve this dispute, and without in any way waiving any of the above stated positions, Track and TOC agree to engage in good faith negotiations regarding Track sharing with TOC a portion of profits derived by Track from DFS activities conducted by Track at Golden Gate Fields during the Term.

42. Historic Horse Racing.

a. Track shall not implement Historic Horse Racing at Track without first obtaining the consent of the CHRB.

b. Track shall not make more than fifteen (15) Historic Horse Racing machines available for use at Track without a written agreement with the TOC. Such written agreement shall contain terms and conditions that, among other things, (i) specify the range of takeout rates that Track will utilize for Historic Horse Racing, (ii) specify the amount of each dollar of takeout that will be paid to purses at each varying takeout level within the range, and (iii) provide for the manner in which Track can recover its costs to implement Historic Horse Racing (such costs to include capital expenditures and operating costs). Additionally, the Parties agree that when negotiating the agreement required by this subsection, neither Party shall use the economic arrangement when there are fifteen (15) machines or less as precedent for the economics of this agreement.

43. Other California Matters. The Race Day Medication Agreement is set forth in Exhibit D.

44. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or

discussions, either oral or in writing, express or implied, between the Parties. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each Party.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Interpretation. This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

d. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the other Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties, or otherwise.

e. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. Track and TOC agree that copies of this Agreement sent by email (in PDF or similar format) or DocuSign (or other similar service), and the signatures thereon, shall be deemed valid executed originals of this Agreement.

f. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule, or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

g. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the CHRB).

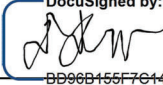
h. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than Track or TOC. Except for Track and TOC, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

The Parties have executed this Agreement as of the date first written above.

Pacific Racing Association

Thoroughbred Owners of California

By:  \_\_\_\_\_  
Name: David Duggan  
Title: Vice President & General Manager  
Date: 08/31/2022

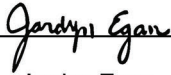
By:  \_\_\_\_\_  
Name: Jordyn Egan  
Title: Executive Director  
Date: August 31, 2022

Exhibit A

Projection for Overnight Purses

To be provided on a meet by meet basis – attached

## Exhibit B

## Overnight Purse Schedule

PURSE SCHEDULE			2021	2022	2022	2022
GOLDEN GATE FIELDS			Fall	W-S	Summer	Fall Proj
Category	Claiming	Condition				
Allowance		Open	\$33,000	\$33,000	\$33,000	\$33,000
Allowance		NW x 1	\$31,000	\$31,000	\$31,000	\$31,000
Alw/Opt Claiming	\$25,000/\$32,00	NW x 1	\$31,000	\$31,000	\$31,000	\$31,000
Allowance		NW x 2	\$32,000	\$32,000	\$32,000	\$32,000
Alw/Opt Claiming	\$62,500/\$50,00	NW x 2	\$32,000	\$32,000	\$32,000	\$32,000
Alw/Opt Claiming	\$80,000	NW x 3	\$33,000	\$33,000	\$33,000	\$33,000
Claiming	\$3,200	NW2 Clause	\$10,000	\$13,000	\$13,000	\$13,000
Claiming	\$4,000	NW 2	\$10,400	\$13,400	\$13,400	\$13,400
Claiming	\$4,000	NW 3	\$10,500	\$13,500	\$13,500	\$13,500
Claiming	\$4,000	NW/Date,NW 4	\$11,000	\$14,000	\$14,000	\$14,000
Claiming	\$3,200		\$10,000	\$13,000	\$13,000	\$13,000
Claiming	\$4,000		\$11,500	\$14,500	\$14,500	\$14,500
Claiming	\$5,000		\$12,000	\$15,000	\$15,000	\$15,000
Claiming	\$5,000	NW2 Clause	\$11,500	\$14,500	\$14,500	\$14,500
Claiming	\$5,000	NW/Date or NW4	\$11,500	\$14,500	\$14,500	\$14,500
Claiming	\$6,250	NW 2	\$11,000	\$14,000	\$14,000	\$14,000
Claiming	\$6,250	3yo&up NW 3/or 3yc	\$11,500	\$14,500	\$14,500	\$14,500
Claiming	\$6,250		\$13,000	\$16,000	\$16,000	\$16,000
Claiming	\$6,250	NW/Date or NW4	\$12,000	\$15,000	\$15,000	\$15,000
Claiming	\$8,000		\$14,000	\$17,000	\$17,000	\$17,000
Claiming	\$8,000	NW 2	\$11,500	\$14,500	\$14,500	\$14,500
Claiming	\$8,000	NW2 Clause	\$12,500	\$15,500	\$15,500	\$15,500
Claiming	\$10,000		\$15,000	\$18,000	\$18,000	\$18,000
Claiming	\$10,000	3yo&up NW 3/or 3yc	\$12,000	\$15,000	\$15,000	\$15,000
Claiming	\$12,500	NW 2	\$12,000	\$15,000	\$15,000	\$15,000
Claiming	\$12,500	NW2 Clause	\$14,000	\$17,000	\$17,000	\$17,000
Claiming	\$12,500		\$17,000	\$20,000	\$20,000	\$20,000
Claiming	\$16,000		\$19,000	\$22,000	\$22,000	\$22,000
Claiming	\$16,000	3yo&up NW 3/or 3yc	\$16,000	\$19,000	\$19,000	\$19,000
Claiming	\$20,000		\$20,000	\$23,000	\$23,000	\$23,000
Claiming	\$20,000	NW2 Clause	\$18,000	\$21,000	\$21,000	\$21,000
Claiming	\$20,000	3yo&up NW 3/or 3yc	\$15,000	\$18,000	\$18,000	\$18,000
Claiming	\$25,000	NWx2 Lifetime	\$17,000	\$20,000	\$20,000	\$20,000
Claiming	\$25,000		\$23,000	\$26,000	\$26,000	\$26,000
Claiming	\$32,000		\$24,000	\$27,000	\$27,000	\$27,000
Claiming	\$40,000		\$25,000	\$28,000	\$28,000	\$28,000
Maiden Claiming	\$5,000		\$10,000	\$13,000	\$13,000	\$13,000
Maiden Claiming	\$8,000		\$10,500	\$13,500	\$13,500	\$13,500
Maiden Claiming	\$12,500		\$11,000	\$14,000	\$14,000	\$14,000
Maiden Claiming	\$16,000		\$12,000	\$15,000	\$15,000	\$15,000
Maiden Claiming	\$20,000		\$13,000	\$16,000	\$16,000	\$16,000
Maiden Claiming	\$25,000		\$14,000	\$17,000	\$17,000	\$17,000
Maiden Claiming	\$32,000		\$15,000	\$18,000	\$18,000	\$18,000
Maiden Claiming	\$50,000		\$18,000	\$21,000	\$21,000	\$21,000
Maiden Special		All Ages	\$30,000	\$30,000	\$30,000	\$30,000
Maiden Special		2Yr Olds@ 1/4	\$20,000	\$20,000	\$20,000	\$20,000
Overnight Stakes			\$50,000	\$50,000	\$50,000	\$50,000
Starter Allowance	\$4,000		\$12,500	\$15,500	\$15,500	\$15,500
Starter Allowance	\$6,250		\$13,500	\$16,500	\$16,500	\$16,500
Starter Allowance	\$8,000		\$15,000	\$18,000	\$18,000	\$18,000
Starter Allowance	\$12,500		\$17,000	\$20,000	\$20,000	\$20,000
Starter Allowance	\$50,000	NWx2 Lifetime	\$19,000	\$22,000	\$22,000	\$22,000

## Exhibit C

## Stakes Schedule

**GOLDEN GATE FIELDS**  
**STAKES SCHEDULE**

<i>Closing Thursday, October 20, 2022</i>	
Saturday, October 29, 2022	\$75,000 Guaranteed
<b>Pike Place Dancer</b> For Fillies Two Year Olds <i>One Mile (Turf)</i>	
<i>Closing Thursday, October 27, 2022</i>	
Saturday, November 5, 2022	\$50,000 Added (Plus up to \$15,000 to CAL-BREDS)
<b>Joseph T. Grace</b> For Three Year Olds and Upward <i>One Mile And One Sixteenth (Turf)</i>	
<i>Closing Thursday, November 3, 2022</i>	
Saturday, November 12, 2022	\$50,000 Added (Plus up to \$15,000 to CAL-BREDS)
<b>Golden Nugget</b> For Two Year Olds <i>Six Furlongs (All Weather)</i>	
<i>Closing Thursday, November 10, 2022</i>	
Saturday, November 19, 2022	\$50,000 Added (Plus up to \$15,000 to CAL-BREDS)
<b>Oakland</b> For Three Year Olds and Upward <i>Six Furlongs (All Weather)</i>	
<i>Closing Wednesday, November 16, 2022</i>	
Friday, November 25, 2022	\$50,000 Added (Plus up to \$15,000 to CAL-BREDS)
<b>Golden Gate Debutante</b> For Fillies Two Year Olds <i>Six Furlongs (All Weather)</i>	
<i>Closing Thursday, November 17, 2022</i>	

**GOLDEN GATE FIELDS**  
**STAKES SCHEDULE**

Saturday, November 26, 2022	\$100,000 Guaranteed
<b>Berkeley Handicap - Grade III</b> For Three Year Olds and Upward <i>One Mile And One Sixteenth (All Weather)</i>	
<i>Closing Thursday, November 24, 2022</i>	
Saturday, December 3, 2022	\$75,000 Guaranteed
<b>Gold Rush</b> For Two Year Olds <i>One Mile (All Weather)</i>	
<i>Closing Thursday, December 1, 2022</i>	
Saturday, December 10, 2022	\$75,000 Guaranteed (Includes \$25,000 from the CAL-BRED race Fund.)
<b>Bear Fan</b> For Fillies And Mares Three Year Olds and Upward (Cal-Breds) <i>Six Furlongs (All Weather)</i>	
<i>Closing Thursday, December 1, 2022</i>	
Sunday, December 11, 2022	\$50,000 Added (Plus up to \$15,000 to CAL-BREDS)
<b>Miss America</b> For Fillies And Mares Three Year Olds and Upward <i>One Mile And One Sixteenth (Turf)</i>	

Exhibit D

Race Day Medication Agreement

See attached.

Exhibit E

Fire and Disaster Policy

Attached

Schedule 1

Sports Wagering Initiative

Attached

- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Main Track: Inner and outer railings are metal gooseneck. Coverings are Rider Protection Rail by Horsemen's Track & Equipment, Inc. Approximate height of the top of the inner railing is 42 inches. Turf Course: Replacing inside and outside turf course rails with PVC by Duralock. Approximate height of the top of the inner railing is 50 inches.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Juan Meza
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

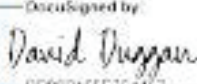
### 23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)
- E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

### 24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

DocuSigned by  
  
\_\_\_\_\_  
Signature

---

David Duggan	Vice President & General Manager	08/23/2022
<small>Print Name</small>	<small>Print Title</small>	<small>Date</small>

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCHANDWAGER.COM, LLC (H) AT CAL EXPO, COMMENCING OCTOBER 26, 2022, AND CONTINUING THROUGH MAY 2, 2023

Regular Board Meeting  
October 20, 2022

**Application:** Watchandwager.com, LLC at Cal Expo

**Breeds:** Standardbred (harness)

**Board Allocated Dates:** Grey/shaded **Racing Dates:** Blue/shaded, bold

OCTOBER 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	No auxiliary stabling needed.	<a href="#">Rule 1420(q)</a>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	No auxiliary stabling needed.	<a href="#">BPC 19607.1</a>
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid till 6/7/23. Received request for exemption from 45-day provision of Rule 1927.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Valid until 5/13/23.	<a href="#">Rule 2102</a>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Inspection completed 9/28/22.	<a href="#">Rule 1471(g)</a>
Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received 8/21/22.	<a href="#">Rule 1432</a>
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Oak River Insurance Company policy effective 8/3/22, expires 8/3/23.	<a href="#">Rule 1501</a>
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<b>California Harness Horsemen's Association</b> – received 8/21/22.	<a href="#">Rule 2044</a>

Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<a href="#">See pages 536, 539–542</a>	<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<a href="#">See pages 551–561</a>	<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<a href="#">See pages 550–556</a>	<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>
ADW Providers and Horsemen’s Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	<a href="#">See pages 544–545</a>	<a href="#">BPC 19604</a> <a href="#">19604(b)(1)(C)</a>
Administrative Review	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	<a href="#">Rule 1439</a> <a href="#">Rule 1470</a> <a href="#">Rule 2046</a> <a href="#">Rule 1481</a> <a href="#">BPC 19490</a> <a href="#">Rule 1433</a> <a href="#">Rule 1437</a> <a href="#">Rule 1581</a>

**RECOMMENDATION:** Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.



Operating Harness Racing at Cal Expo

**RE: Adoption of Concussion Management and return to Drive guidelines**

Watch and Wager LLC operator of Cal Expo harness racing adopts the concussion guidelines set out on the CHRB website. In all cases where jockey is referenced, for our purposes it will be driver.



Operating Harness Racing at Cal Expo

Scott Chaney  
California Horse Racing Board  
Executive Director  
1010 Hurley Ave  
Sacramento, CA 95825

August 21, 2022

**Re: Adoption of CHRB inclement weather policy for 2022/2023 Harness Meeting**

Dear Scott,

Watch and Wager LLC operator of Cal Expo harness racing hereby adopts the CHRB inclement weather policy as outlined on the CHRB website. Some references in the policy to Thoroughbred track care and grooming would not be applicable to our breed. But overall, we agree with the goals and intent of the policy.

Sincerely,

*Christopher Schick*

Christopher J. Schick  
General Manager

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

## 1. APPLICANT ASSOCIATION

- A. Name, mailing address, telephone, fax numbers, and the email address for association's contact person: Watch and Wager.com LLC, 700 Larkspur Landing Circle, Suite #199, Larkspur, CA, 94939 Ed Comins, ecomins@watchandwager.com 925-336-4499
- B. Breed of horse: Thoroughbred  Quarter Horse  Harness
- C. Racetrack name: California Exposition & State Fair (Cal Expo)
- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. License fee on deposit with Racing Board.
- E. Was the association licensed to operate a race meeting prior to January 1, 2001?  
Yes  No   
If no, attach a surety bond in the amount of one hundred thousand dollars.

**NOTICE TO APPLICANT:** No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, that is sufficient to ensure payment of employee wages and benefits, including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, that has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing, pursuant to Business and Professions Code section 19464(b).

**NOTICE TO APPLICANT:** Application must be filed not later than ninety (90) days before the scheduled start date for the proposed meeting, pursuant to CHRB Rule 1433.

## 2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: October 26, 2022 through May 7, 2023
- B. Actual dates racing will be held: November 18, 25, 27; December 2, 4, 9, 11, 16, 18, 26, 30; January 1, 6, 8, 13, 15, 20, 22, 27, 29; February 3, 5, 10, 11, 17, 19, 24, 26; March 3, 5, 10, 12, 17, 19, 24, 26, 31; April 2, 7, 9, 14, 16, 21, 23, 28, 30.
- C. Total number of days or nights of racing: 46. Calendar attached.
- D. Days or nights of the week races will be held: Friday & Sunday evenings  
Wednesday – Sunday  Tuesday – Saturday  Other (specify)
- E. Number of days or nights of racing per week: 2

### CHRB CERTIFICATION

Application received:  
Deposit received:  
Reviewed:

Hearing date:  
Approved date:  
License number:



# CALEXPO Racing CALENDAR

**November 18, 2022  
through April 30, 2023**

## 46 Racing Dates

November 2022						
Sun	M	T	W	Th	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Sun	Mon	T	W	Th	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	^26	27	28	29	30	31

**LIVE Harness Racing**  
FRIDAY Post time 6:45 pm/pst

**SUNDAY Post time 5:00\* pm/pst**  
\*or 15 minutes after the last Cal. T-bred race

**Special MONDAY^ card (12/26)**  
Post time 5:00 pm/pst

**Special SATURDAY\* card (2/11)**  
Post time 5:45 pm/pst

January 2023						
Sun	M	T	W	Th	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Sun	M	T	W	Th	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	*11
12 <small>Super Bowl</small>	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

NO RACING on  
SUPER BOWL SUNDAY  
(2/12)

March 2023						
Sun	M	T	W	Th	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
Sun	M	T	W	Th	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Watch and Wager LLC, Operator Cal Expo Harness Racing

25 Cadillac Drive, Suite 201 • Sacramento, CA 95825

Website: [CalXHarness.com](http://CalXHarness.com) • Email: [info@goldenbearracing.com](mailto:info@goldenbearracing.com) • Phone: 916-800-1395

### 3. RACING PROGRAM

- A. Total number of races: Up to 598
- B. Number of races for each day or night: Up to 13
- C. Total number of stakes races: 45
- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.
1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.
  2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). All overnight stake raaces have been increased by 25%. We have added two Cal Sired aged events both for \$12,500.
  3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. None
- E. Will provisions be made for owners and trainers to use their own registered colors?  
Yes  No   
If no, which racing colors are to be used? Drivers and Trainers will use their own registered colors.
- F. List all post times for the daily racing program. First: Friday 6:45 Sunday 4:55 or 15 minutes past the last California Thoroughbred race. Monday 12/26 4:55. See attachment for all.

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For Thoroughbred and Quarter Horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races, pursuant to Business and Professions Code section 19568(b).

### 4. RACING ASSOCIATION

- A. Association is a:  Corporation (complete subsection C)  
 LLC (complete subsection D)  
 Other (specify, and complete subsection E)
- B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.
- C. CORPORATION
1. Registered name of the corporation: Watch and Wager.com LLC
  2. State where incorporated:
  3. Registry or file number for the corporation:



# CALEXPO Incentive Plan 2022 - 2023



## New Horse Incentive Program\*

Two-tiered structure includes **higher** incentive for horses starting early:

(a) If first start on or **before** December 4, 2022

**\$ 800** • 1<sup>st</sup> start  
+  
**\$ 400** • 8<sup>th</sup> start



(b) If first start on or **before** January 29, 2023

**\$ 500** • 1<sup>st</sup> start  
+  
**\$ 250** • 8<sup>th</sup> start



## Returning Horse Incentive Program\*

(a) **\$ 700** per horse, paid at first start if start is **on or before** December 4, 2022

(b) **\$ 300** per horse, if starts **on or before** January 29, 2023



## Conditions:

- "**New horses**" must not have started at Cal-Expo since June 1, 2021.
- Must have at least one (1) race in 2022 for a purse greater than or equal to \$1,500 at a track other than Cal-Expo (pari-mutuel or non pari-mutuel).
- Must not have raced for a purse greater than or equal to \$15,000 in each of its last five (5) overnight starts.
- All payments will be made to the owner of record as of the date the new horse records its first Cal-Expo start.
- The 8<sup>th</sup> start must be made prior to the end of the meet on April 30, 2023.
- All 8<sup>th</sup> start new horse earned incentive money will be payable April 1, 2023.
- An individual trainer and/or owner is entitled to a maximum of **20 "new horse"** incentives.

**\*CHHA Membership:** All owners are **required** to be a current member of the CHHA to receive new or returning horse payment.

**For more information please contact us at:**

Email: [info@goldenbearracing.com](mailto:info@goldenbearracing.com) • Phone: 916-800-1395

Check out our website: [CalXHarness.com](http://CalXHarness.com)

**watch and wager · CAL EXPO**  
**2023 California Sire Stakes**  
**2022-2023 Late Closers**



<u>Date</u>	<u>Program</u>	<u>Event Title</u>	<u>CASS .....</u>	<u>L/C-O/N</u>
11/25	L/C	Donald Arnstine Elim .....	\$ 5,000	
11/27	L/C	Vallandingham Elim.....	5,000	
12/2	L/C	Donald Arnstine Final.....	12,500	Add
12/4	L/C	Vallandingham Final .....	20,000	Guar
12/9	L/C	Funicello/Holt Elim .....	5,000	
12/9	L/C	Goldschmidt .....	12,500	Guar
12/11	L/C	Horowitz Leg 1 .....	7,500	
12/11	L/C	Joe Lighthill.....	12,500	Guar
12/16	L/C	Funicello/Holt Final.....	12,500	Add
12/18	L/C	Horowitz Leg 2 .....	7,500	
12/18	L/C	Joe Alto .....	12,500	Guar
12/26	L/C	Horowitz Final.....	30,000	Guar
1/1	L/C	Jack Williams Elim.....	6,000	
1/8	L/C	Jack Williams Final .....	15,000	Add
1/15	L/C	Wiseman Elim .....	6,000	
1/22	L/C	Wiseman Final.....	15,000	Add
1/27, 1/29	CASS	4 yo C&G.....	\$ 20,000	
1/27, 1/29	CASS	4 yo Mares .....	20,000	
2/5	O/N	DHA F&M FFA .....	12,500	Guar
2/12	O/N	DHA FFA .....	12,500	Guar
2/17, 2/19	CASS	3 yo C&G NW \$10kLT.....	7,500	
2/17, 2/19	CASS	3 yo Fillies NW \$10kLT.....	7,500	
2/24, 2/26	CASS	4 yo C&G.....	20,000	
2/24, 2/26	CASS	4 yo Mares .....	20,000	
3/3, 3/5	CASS	3 yo C&G NW \$15kLT.....	10,000	
3/3, 3/5	CASS	3 yo Fillies NW \$15kLT.....	10,000	
3/5	O/N	Budahn FFA Trot .....	12,500	Guar
3/10, 3/12	CASS	4 yo C&G.....	20,000	
3/10, 3/12	CASS	4 yo Mares .....	20,000	
3/17, 3/19	CASS	3 yo C&G Pace.....	15,000	
3/17, 3/19	CASS	3 yo Filly Pace.....	15,000	
3/19	O/N	Kirschenbaum DHA F&M.....	12,500	Guar
3/26	O/N	Don Fowler DHA C&G.....	12,500	Guar
3/31, 4/2	CASS	3 yo C&G Pace.....	15,000	
3/31, 4/2	CASS	3 yo Filly Pace.....	15,000	
4/7, 4/9	CASS	4 yo C&G.....	20,000	
4/7, 4/9	CASS	4 yo Mares .....	20,000	
4/14	O/N	Breed F&M Pace.....	12,500	Guar
4/16	O/N	Arnold Pace .....	12,500	Guar
4/23	O/N	Bergstein Trot .....	12,500	Guar
4/21, 4/23	CASS	3 yo C&G Pace.....	15,000	
4/21, 4/23	CASS	3 yo Filly Pace.....	15,000	
4/28, 4/30	CASS	4 yo C&G.....	50,000	
4/28, 4/30	CASS	4 yo Mares .....	50,000	
<b>TOTALS</b>			<b>\$385,000 .....</b>	<b>\$284,500</b>



## Winter/Spring Overnight Stakes Schedule

### Watch and Wager LLC @ Cal Expo Harness 2022

1/2	Jack Williams Elim	6,000
1/9	Jack Williams Final	12,500
1/16	Gordon Elim	6,000
1/23	Gordon Final	12,500
1/28	4 YO Filly Pace	20,000
1/30	4 YO C&G Pace	20,000
2/18	3 YO Filly NW \$10K LT	7,500
2/18	4 YO Filly Pace	20,000
2/20	3 YO C&G NW \$10K LT	7,500
2/20	4 YO C&G Pace	20,000
3/4	3 YO Filly NW \$15K LT	10,000
3/6	3 YO C&G NW \$15K LT	10,000
3/6	Budahn FFA Trot	10,000
3/11	4 YO Filly Pace	20,000
3/13	4 YO C&G Pace	20,000
3/13	Kirschenbaum DHA F&M	10,000
3/18	3 YO Filly Pace	15,000
3/20	4 YO C&G Pace	15,000
3/25	4 YO Filly Pace	20,000
3/27	4 YO C&G Pace	20,000
3/27	Don Fowler DHA C&G	10,000
4/1	3 YO Filly Pace	15,000
4/3	3 YO C&G Pace	15,000
4/10	Bergstein Trot	10,000
4/15	3 YO Filly Pace	15,000
4/15	4 YO Filly Pace	50,000
4/15	4 YO C&G Pace	50,000
4/17	3 YO C&G Pace	15,000
4/17	Breed F&M Pace	10,000
4/24	Arnold Pace	10,000

### Watch and Wager LLC @ Cal Expo Harness 2021

1/9	Staats Final	10,000A
1/23	Gordon Final	10,000A
2/5	4 YO Trot	7,500
2/5	4 YO Colt Pace	7,500
2/5	4 YO Filly Pace	7,500
2/26	4 YO Trot	7,500
2/26	4 YO Colt Pace	7,500
2/26	4 YO Filly Pace	7,500
3/6	Budahn	10,000
3/12	4 YO Trot	7,500
3/12	4 YO Colt Pace	7,500
3/12	4 YO Filly Pace	7,500
3/13	Kirschenbaum Final	10,000
3/27	Arnstine Final	10,000
4/2	4 YO Trot	7,500
4/2	4 YO Colt Pace	7,500
4/2	4 YO Filly Pace	7,500
4/10	Bergstein	7,500
4/16	4 YO Trot	7,500
4/16	4 YO Colt Pace	7,500
4/16	4 YO Filly Pace	7,500
4/17	Breed FFA	10,000
4/17	Arnold FFA	10,000

### Watch and Wager LLC @ Cal Expo Harness 2020

1/2	Gordon Final	9,000A
2/7	4 YO Trot	6,500
2/7	4 YO Filly Pace	6,500
2/7	4 YO Colt Pace	6,500
2/8	Shapiro	7,500A
2/21	3 YO Trot	6,500
2/21	3 YO Filly Pace	6,500
2/21	3 YO Colt Pace	6,500
2/22	Goudreau	7,500A
2/28	4 YO Colt Pace	6,500
2/28	4 YO Trot	6,500
2/28	4 YO Filly Pace	6,500
3/6	3 YO Trot	6,500
3/6	3 YO Filly Pace	6,500
3/6	3 YO Colt Pace	6,500
3/7	Budahn	10,000
3/13	3 YO Filly Pace	6,500
3/13	3 YO Colt Pace	6,500
3/13	3 YO Trot	6,500
3/20	Kirschenbaum	10,000
3/20	3 YO Trot	6,500
3/20	3 YO Filly Pace	6,500
3/20	3 YO Colt Pace	6,500
3/21	Beck Final	10,000
3/27	4 YO Trot	6,500
3/27	4 YO Filly Pace	6,500
3/27	4 YO Colt Pace	6,500
4/3	3 YO Trot	6,500
4/3	3 YO Filly Pace	6,500
4/3	3 YO Colt Pace	6,500
4/17	Bergstein Final	10,000
4/17	3 YO Filly Pace	6,500
4/17	3 YO Colt Pace	6,500
4/17	3 YO Trot	6,500



## Cal Expo Harness Racing

### 2022/2023 Meeting

	<b>Friday</b>	<b>Sunday</b>	<b>Monday 12/26</b>
Race 1	6:45	4:55	4:55
Race 2	7:07	5:17	5:16
Race 3	7:29	5:44	5:38
Race 4	7:52	6:10	6:00
Race 5	8:15	6:38	6:22
Race 6	8:40	7:06	6:44
Race 7	9:02	7:34	7:06
Race 8	9:24	8:02	7:28
Race 9	9:46	8:30	7:50
Race 10	10:08	8:58	8:12
Race 11	10:29	9:20	8:34
Race 12	10:50	9:42	8:56
Race 13*	11:11	10:04	9:18

\* If applicable

Note: Cal Expo will coordinate its post times with Los Alamitos and any other twilight or nighttime California thoroughbred signal.

4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
  - a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes  No   
If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

#### D. LLC

1. Registered name of the LLC: Watch and Wager.com LLC
2. State where articles of organization are filed: Nevada
3. Registry or file number for the LLC: C20120420-0901
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes  No   
If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity. European Wagering Services 100 % Shareholder
  - a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes  No   
If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation: Watch and Wager.com Ltd.
8. State where articles of organization are filed: Isle of Man, United Kingdom
9. Registry or file number for the LLC: # 0984CC2
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.



Operating Harness Racing at Cal Expo

Attachment for license application item 4D4

Watch and Wager.com LLC

Ed Comins Managing Member 100% of shares



Operating Harness Racing at Cal Expo

Attachment for license application number 4D10

Watch and Wager.com LTD

Denham Eke    Chairman.            50% Shares  
Ed Comins    Managing Director 50% Shares

11. Are the shares listed for public trading? Yes  No
12. If yes, on what exchange and how the stock is listed: AIM (London Stock Exchange)

E. OTHER

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.

F. FINANCIAL INFORMATION \*

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:
  - Statement of Financial Position (also referred to as a balance sheet). Statement should report on applicant's assets, liabilities, contingent liabilities, and ownership equity as of the date of the prepared statement.
  - Statement of Comprehensive Income (also referred to as Profit and Loss ("P&L") Statement). Statement should include report on applicant's income, expenses, and profits.
  - Profit and Loss statement for prior two (2) years' race meetings and Profit and Loss statement for projected year race meeting.
  - Statement of Changes in Equity—to include the changes of the applicant's equity through the reporting period.
  - Statement of Cash Flows—to include a report of the applicant's cash flow activity, particularly its operating, investing, and financing activities during the reporting period.
  - Copy of a report made during the preceding twelve (12) months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

**\*NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: Ed Comins- President & Managing Member, Watchandwager.com LLC.

Watchandwager.com LLC has entered into a management operating agreement with Golden Bear Racing LLC. Golden Bear Racing LLC is registered in the State of California. There are two members of Golden Bear LLC, Benjamin Kenney and Christopher Schick. Golden Bear will operate on behalf of Watchandwager.com LLC the day-to-day operations of the proposed harness meeting. A copy of that management agreement is on file with the Board.

Christopher Schick	General Manager
Benjamin Kenney	Assistant General Manager
Kate Phariss	Director of Backstretch Operations
Glen Harris	Mutuel Manager
John Robert Williams	Track Superintendent

Gary Seibel  
Martin Bridges

Announcer/ Simulcast Host  
Program Director

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Christopher Schick and/or Benjamin Kenney, 25 Cadillac Drive #201, Sacramento, CA 95825. E-Mail: chris@goldenbearracing.com; ben@goldenbearracing.com

**5. TAKE OUT PERCENTAGE**

- A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?

Yes  No

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Wager(s) to be adjusted:

Proposed percentage: %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen’s organization for the meeting of the Thoroughbred association accepting the wager.

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

**6. HANDLE HISTORY**

- A. Complete the table below, providing the last five (5) years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership, include the handle information for the previous racing association.

Year	Handle	Attendance
2021	72,635,929	20,949
2020	68,550,634	49,408
2019	56,158,860	101,139
2018	52,681,876	121,562
2017	58,411,829	142,945

**7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):**

- A. Purse distribution:

1. All races other than stakes:

Current meet estimate: \$2,116,000

Prior meet actual: \$1,988,000

Average Daily Purse (7A1 ÷ number of days):

Current meet estimate: \$46,000

Prior meet actual: \$44,178

- 2. Overnight stakes:
  - Current meet estimate: \$284,500
  - Prior meet actual: \$182,000

Average Daily Purse (7A2 ÷ number of days):

  - Current meet estimate: \$6,185
  - Prior meet actual: \$4,044

- 3. Non-overnight stakes:
  - Current meet estimate: \$385,000
  - Prior meet actual: \$385,000

Average Daily Purse (7A3 ÷ number of days):

  - Current meet estimate: \$8,370
  - Prior meet actual: \$8,556

- 4. Total Purses: (7A1 + 7A2 + 7A3)
  - Current meet estimate: \$2,785,500
  - Prior meet actual: \$2,555,000

B. California-bred Stakes Races:

- 1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:
  - Current meet estimate: 57%
  - Prior meet actual: 68%

Average Daily Purse (7B1 ÷ number of days):

  - Current meet estimate: 1.24%
  - Prior meet actual: 1.51%

- C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
  - Current meet estimate: \$23,000
  - Prior meet actual: \$21,200

- D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s): California Harness Horsemen's Association

Recognized Horsemen's Organization

Current meet estimate:	Prior meet actual:
\$123,000	\$111,734

Total:	\$123,000	Total:	\$111,734
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- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
  - Current meet estimate: \$2,931,500
  - Prior meet actual: \$2,687,934

Average Daily Purse (7E ÷ number of days):

Current meet estimate: \$63,728

Prior meet actual: \$58,732

- F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: \$555,000

Prior meet actual: \$505,340

Average Daily Purse (7F ÷ number of days):

Current meet estimate: \$12,065

Prior meet actual: \$11,230

- G. Purse funds to be generated from interstate handle:

Current meet estimate: \$280,000

Prior meet actual: \$255,539

Average Daily Purse (7G ÷ number of days):

Current meet estimate: \$6,087

Prior meet actual: \$5,679

- H. Bank and account number for the Paymaster of Purses' purse account: Union Bank... Account number is on file with the Board.

- I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Kevin Riley CPA, 3838 Watt Ave Suite E-500, Sacramento, Ca 95821 916 488 8360, Kevin@rmb-cpa.com

**NOTICE TO APPLICANT:** All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

## 8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: 800
- B. Minimum number of stalls believed necessary for the meeting: 625

- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: N/A
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 1,040
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A
- H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

**9. EQUINE EMERGENCY SERVICES**

- A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: Layne Schloeder DVM (monitoring veterinarian, also), 916-206-7542, Tue–Sun, 7 AM till noon. (Track closed Mon during racing.)
  - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

**10. PARI-MUTUEL WAGERING PROGRAM**

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each.  
 Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1	1E, 1DD, 0.20 Tri, 0.20 PNP5	1959, 1957, 1979, 1976.9
Race #2	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #3	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #4	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #5	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #6	1E, 0.20 Tri, .10 PNP6	1959, 1979, ARCI 004-105-G-Method 7

## **Schedule of Racing Veterinarian at Cal Expo**

Monday: No training main track closed

Tuesday: Racing Veterinarian training 7am till 12 noon.

Wednesday: Racing Veterinarian training 7am till 12 noon

Thursday: Racing Veterinarian training 7am till 12 noon

Friday: Racing Veterinarian training 7am till 12 noon  
Track Veterinarian live racing 6:45 till 10:45pm

Saturday: Racing Veterinarian training 7am till 12 noon

Sunday: Racing Veterinarian training 7am till 12 noon  
Track veterinarian live racing 5pm till 10:15

Cal Expo has no auxiliary training sites

Race #7	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #8	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #9	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #10	1E, 0.20 Tri, .20 PNP4	1959, 1979, 1976.9
Race #11	1E, 0.20 Tri, .10 Super H5	1959, 1979. ARCI 004-105-X-Option 3
Race #12	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #13	1E, 0.20 Tri, .10SF, 1DD	1959, 1979. 1979.1, 1957

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program.
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: April 30, 2023
- D. List any options requested with regard to exotic wagering. We request to continue our promotional 16% takeout on both our PN4 and PN5 wagers. These reduced takeout promotional rates have proven very popular.  
 Request for Friday \$30,000 Guaranteed Pick-4 Pool  
 Request for Sunday \$40,000 Guaranteed Pick-4 Pool

Attached is a letter requesting the reduced takeout promotional wagers.

- E. Will "advance" or "early bird" wagering be offered? Yes  No   
 If yes, when will such wagering begin? Specify days and time for “early bird” wagering. 10 AM all live race days.
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Amtote International...Statewide contract, contract expires 12/31/2023
- G. List below the takeout percentage for each type of wager identified in 10.A.

**TAKEOUT PERCENTAGE**

(Example) PNP5-14%

Race #1	WPS 17.43% E24.18% Pick-5 16% Tri 24.18% DD 24.18%
Race #2	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #3	WPS 17.43 % E24.18% Tri 24.18% Sup 24.18%
Race #4	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
Race #5	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #6	WPS 17.43% E 24.18% Tri 24.18 Pick-6 24.18%
Race #7	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%

# **Promotional Wager Takeout Reduction Request**

## **Cal Expo 2022/2023 Meeting**

Watch and Wager.com LLC, and the California Horseman's Association jointly request a reduction in takeout for three nightly wagers on the program. The wagers requested for reduction are for both \$0.20 Pick-5 wagers, and the \$0.20 Pick-4 wager. The normal takeout rate for those wagers would be 24.18%, we are requesting a reduced 16% takeout on the above nightly wagers.

Business and Professions code 19610.8 states that upon joint request of the association or fair accepting the wager, and the organization representing the horseman and horsewomen participating in the meeting of the association accepting the wager, the board may set the total percentage deducted from the pari-mutuel pool for any new wager introduced after Jan 1, 2004 in an amount of at least 10% but not more than 30% of the total amount handled in the pari-mutuel pool for the wager.

The California Harness Horseman's Association has approved this joint request of reduction of takeout on the above stated wagers.

For the past nine years the requested promotional wagers at 16% have proved very popular. We ask the board to approve the continuation of reduced takeout for the above nightly promotional wagers.

**California Harness Horsemen's Association**  
**P.O. Box 254767**  
**Sacramento, CA 95865**  
**(916) 263-7888; fax (916) 263-7887**

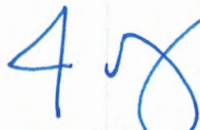
August 5, 2022

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Mr. Chaney:

The California Harness Horsemen's Association consent is herein given for the various wagering formats, including the use of wagers with reduced take-outs that are presented in the license applications that has been submitted to the California Horse Racing Board by Watch & Wager, LLC in order to conduct harness racing at Cal Expo beginning November 18, 2022 and concluding in April 2023.

Sincerely,  
CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION



Jimmy Perez,  
Executive Director

Race #8	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #9	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #10	WPS 17.43% E 24.18% Tri 24.18% P4 16.00 %
Race #11	WPS 17.43% E 24.18% Tri 24.18% Super Hi 5 24.18%
Race #12	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
Race #13	WPS 17.43% E 24.18% Tri 24.18% Super 24.18% DD 24.18%

## 11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting.  
Watchandwager.com, TVG, Twinpires, NYRA Bets
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.
- C. Have the agreements/contracts been approved by the respective horsemen's groups?  
Yes  No   
If yes, attach a copy of the approval. If no, explain the status of the approval.

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

## 12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off Track Wagering Inc (SCOTWINC)
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
- C. California simulcast facilities the association proposes to offer its live audiovisual signal: All CHRB licensed California simulcast wagering facilities, card rooms, Indian gaming centers, mini satellites, and racetracks.
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: See Attached
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: See Attached
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: All licensed California mini-satellite sites.

**California Harness Horsemen's Association**

**P.O. Box 254767**

**Sacramento, CA 95865**

**(916) 263-7888**

August 5, 2022

Mr. Scott Chaney

Executive Director

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Mr. Chaney:

This letter is to acknowledge our support for and approval of the out-of-state simulcasting of the nightly California harness races from Watch & Wager at Cal Expo in Sacramento, CA to Board approved in-state-and out-of-state simulcast venues during the period of time that Watch & Wager is conducting its harness race meet at Cal Expo. This also approves the use of live harness racing for wagering by ADW providers that have been approved by the Board and have an agreement with Watch & Wager as required by California B&P Code, Section 19604.

These approvals shall commence with the scheduled harness meet on November 18,2022 and extend through the final day of racing in April of 2023. It should be noted that the CHHA does reserve the right to withdraw its approval upon notification to the Board by a 15 day written notice.

We are please to work with Watch & Wager to send the audio and visual signals of our nightly live races to satellite wagering venues and ADW providers that are licensed by the California Horse Racing board.

Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION



Jimmy Perez

Executive Director

## **Watch & Wager LLC @ Cal Expo Harness**

### **OUT OF STATE SIMULCAST WAGERING LOCATIONS**

#### **2022/2023 Meeting**

American Tab, Oregon  
Capitol District OTB, New York  
Catskill Region OTB, New York  
Connecticut OTB, Connecticut  
Downs at Albuquerque, New Mexico  
Elite Turf Club,  
Fire Lake Casino, Oklahoma  
Foxwoods Casino, Connecticut  
Fraser Downs, BC, CAN  
Freehold Raceway, New Jersey  
Game Play Network  
Harrah's Philly, PA  
Harrington Raceway, Delaware  
Hastings Park, BC, CAN  
Hawthorne Racecourse, Illinois  
Hippodrome de Montreal, QUE, CAN  
Hoosier Park, Indiana  
Illinois OTB, Illinois  
Indianapolis Downs, Indiana  
Las Vegas Dissemination, Nevada  
Les Bois Park, Idaho  
Lien Games LLC  
Lone Star Park, Texas  
Meadowlands Racetrack, New Jersey  
Mesquaki Casino, Iowa  
Mohawk Racetrack, ONT, CAN  
Nassau Region OTB, New York  
Nevada Pari-mutuel Association, Nevada  
Northfield Park, Ohio

Northville Downs, Michigan  
Ocean Downs, Maryland

Penn National Gaming, Pennsylvania  
Philadelphia Park, Pennsylvania  
Plainridge Park, Massachusetts  
Premiere Gateway  
Racing Channel, Oregon  
Racing & Gaming Services, St. Kitts  
Rosecroft Raceway, Maryland  
Sam Houston Park, Texas  
Saratoga Harness, New York  
Scioto Downs, Ohio  
Southland Greyhound, Arkansas  
Sports Creek Raceway, Michigan  
Suffolk Downs, MA  
Suffolk Regional OTB, New York  
Sunland Park, New Mexico  
TAB Australia  
TAB New Zealand  
Television Games Network (TVG)  
Thistledown, Ohio  
The Downs at Albuquerque, New Mexico  
The Meadows, PA  
The Red Mile, Kentucky  
Tri-State Greyhound, WV  
TwinSpires.com  
Watch and Wager.com LLC, ND  
Western Fair, ONT, CAN  
Western Region OTB, New York  
Windsor Raceway, ONT, CAN  
Woodbine Entertainment. Group, ONT, CAN  
Yonkers Raceway, New York  
XpressBet.com

**Watch and Wager LLC @ Cal Expo 2022/2023 Meeting**

**OUT OF STATE SIMULCAST WAGERING LOCATIONS THAT WILL COMBINE THEIR  
POOLS WITH CAL EXPO.**

American Tab, Oregon  
Atlantic City Race Course, New Jersey  
Atlantis Paradise Island Casino, Fla  
Batavia Downs, New York  
Borgata Casino, Atlantic City, NJ  
Buffalo Thunder Resort, New Mexico  
Capitol District OTB, New York  
Catskill Region OTB, New York  
Connecticut OTB, Conn.  
Downs at Albuquerque, New Mexico  
Elite Turf Club  
Empire City Bets, New York  
Fire Lake Casino, Oklahoma  
Foxwoods Casino, Connecticut  
Fraser Downs, BC, CAN  
Freehold Raceway, New Jersey  
Game Play Network, Ca  
Global Wagering Inc, ND  
Harrington Raceway, Delaware  
Harrah's Philly, Pa  
Hastings Park, BC, CAN  
Hawthorne Racecourse, Illinois  
Hippodrome de Montreal, QUE, CAN  
Hoosier Park, Indiana  
Illinois OTB, Illinois  
Indianapolis Downs, Indiana  
Las Vegas Dissemination, Nevada  
Les Bois Park, Idaho  
Lien Games, North Dakota  
Lone Star Park, Texas  
Maywood Park, Illinois  
Maryland Jockey Club, Maryland  
Meadowlands Racetrack, New Jersey  
Megatote LLC, WI  
Mesquaki Casino, Iowa  
Mohawk Racetrack, ONT, CAN  
Nassau Region OTB, New York  
Nevada Pari Mutuel Association

Newco Ventures... NYRA Bets.com  
Northfield Park, Ohio  
Northlands Park, BC, CAN  
Northville Downs, Michigan  
Ocean Downs, Maryland  
Penn National Gaming, Pennsylvania  
Philadelphia Park, Pennsylvania  
Plainridge Park, Massachusetts  
Potawatomi Bingo Casino, Wisconsin  
Premiere Gateway  
Premier Turf Club, Florida  
Racing Channel, Oregon  
Racing & Gaming Services, St. Kitts  
Running Aces, Minnesota  
Sam Houston Park, Texas  
Saratoga Harness, New York  
Scioto Downs, Ohio  
Southland Greyhound, Arkansas  
Sports Creek Raceway, Michigan  
Suffolk Downs, MA  
Suffolk Regional OTB, New York  
Sunland Park, New Mexico  
Television Games Network (TVG)  
The Meadows, Pa  
Thistledown, Ohio  
The Downs at Albuquerque, New Mexico  
The Red Mile, Kentucky  
Tri-State Greyhound, WV  
TwinSpires.com  
Watch and Wager.com LLC  
Western Fair, ONT, CAN  
Western Region OTB, New York  
Woodbine Entertainment. Group, ONT, CAN  
XpressBet Com  
Yonkers Raceway, New York

- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**NOTICE TO APPLICANT:** Business and Professions Code section 19596.2(a) stipulates that on days when live Thoroughbred or fair racing is being conducted in the state, the number of Thoroughbred races that may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported Thoroughbred races statewide. The limitation of fifty (50) imported Thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

**THOROUGHBRED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
--------------------	------------	---

- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Quarter Horse races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**QUARTER HORSE SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
--------------------	------------	---

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

**HARNESS SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Hawthorne	TBD	Selected Feature
Northfield Park	TBD	Selected Feature
Yonkers Raceway	TBD	Selected Feature
Woodbine Harness	TBD	Selected Feature
Pocono Downs	TBD	Selected Feature
Meadowlands	TBD	Selected Feature
Mohawk	TBD	Selected Feature
Hoosier	TBD	Selected Feature

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

**OTHER BREED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
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- K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

**California Harness Horsemen's Association**

**P.O. Box 254767**

**Sacramento, CA 95865**

**(916) 263-7888**

Aug 5, 2022

Mr. Scott Chaney

Executive Director

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Mr. Chaney:


This letter is to acknowledge the approval of the California Harness Horsemen's Association for the simulcast of the nightly harness and quarter horse races from out-of-state or out-of-country racing venues to the Watch & Wager meet conducted at Cal Expo in Sacramento.

This approval begins with the scheduled harness meet on November 18, 2022 and extends through the final night of racing in April of 2023. It should be noted that CHHA does reserve the right to withdraw its approval upon notification to the board by a 15 day written notice.

We are pleased to participate in Watch & Wager's simulcasting program. Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

A handwritten signature in blue ink, appearing to read "JP", is written over the printed name "Jimmy Perez".

Jimmy Perez

Executive Director

**NOTICE TO APPLICANT:** All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within three (3) calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

**13. CHARITY RACING DAYS**

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Sacramento Horseman's Association 3200 Longview Dr. Sacramento, CA 95821
- B. Names and addresses of the trustees or directors of the distributing agent: Paris Frazier, 3200 Longview Dr. Sacramento, CA 95821 501 C4 - 68-0031464
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes

**NOTICE TO APPLICANT:** Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

**14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT**

- A. Racing officials nominated:
 

Association Veterinarian(s)	Dr. Tom Bergstrom, DVM
Clerk of Scales	N/A
Clerk of the Course	Patricia Petersen
Film Specialist	Plusmic Inc.
Horse Identifier	Kenneth Fowler/ Sandra Rios
Horseshoe Inspector	Larry Goshman
Paddock Judge	Walter Petersen
Patrol Judges	Kenneth Fowler
Placing Judges	Tina Waters
Starter	Adam Brownlee
Timer	Tina Waters
- B. Management officials in the racing department:
 

Director of Racing	Robin Schadt
Racing Secretary	Robin Schadt

Assistant Racing Secretary  
 Paymaster of Purses  
 Others (identify by name and title)

Brent Bridges  
 Glen Harris

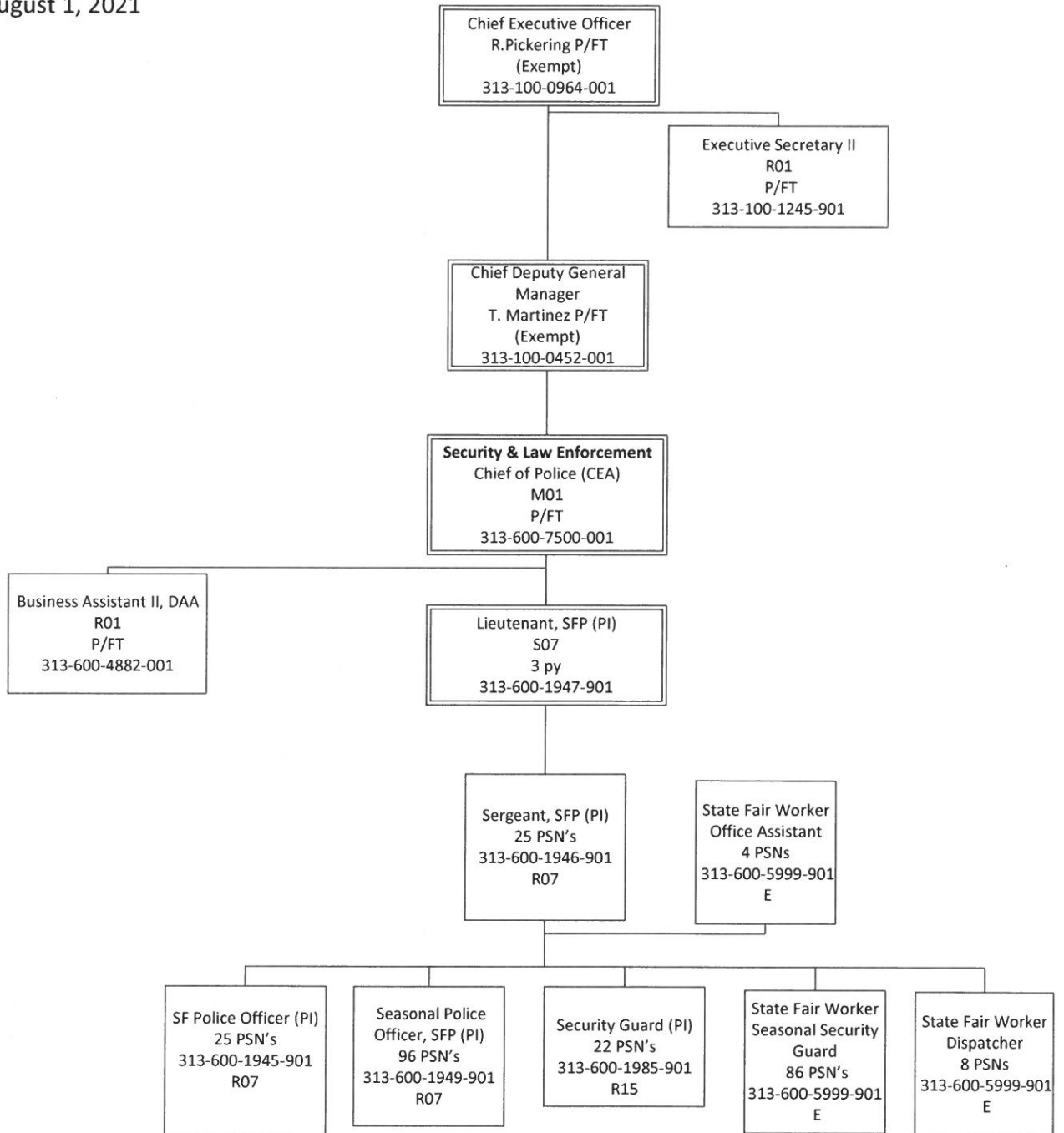
- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Wendy Frazier Reporting, 13136 Ivey Rd., Herald, CA, 95638 916-956-3914 breezecsr@att.net
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp USA, CDV -210 System- Bill O'Brien. Contract expires May 10, 2023.
- E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications: Jim Porep, President. Contract expires May 1, 2023. Total of 6 cameras, Upper Pan, Lower Pan, 1/8 Pole Tower Head On, 5/8 Pole Tower Head On. Paddock, Finish Line Ground Level.
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Automatic electronic timer maintained and owned by Pegasus Communications. Contract Expires May 1, 2023.

## 15. SECURITY CONTROLS

- A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Chief Craig Walton, 916-263-3000/3120. See attached 2022 security organizational chart.
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 18
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.
  2. Detention Stalls:
    - a. Attach a plan for use of graded stakes or overnight races. Attached
    - b. Number of security guards in the detention stall area during a 24-hour period: 3
    - c. Describe number and location of surveillance cameras in detention stall area. The detention barn is monitored by one surveillance camera. The recording location is the main backstretch entrance Gate 12.
  3. TCO2 Testing:
    - a. Number of races to be tested, and number of horses entered in each race to be tested:  
 Currently seven races nightly, two horses per race, randomly drawn by the stewards. Association will evaluate for potential increase.
    - b. Plan for enhanced surveillance for trainers with high-test results: TCO2 levels exceeding 37 millimoles are considered positive tests. We will require detention of a high testing horse for a minimum of four starts.

# California Exposition & State Fair Police Department

August 1, 2021



# Watch and Wager Detention Barn Procedures

## 2022/2023 Meeting

The Cal Expo Detention Barn is a stand-alone fully secure 20 stall barn located at the south end of the Cal Expo barn area.

There is a guard on duty out front of the detention barn. All personnel entering are required to sign in the log book. Veterinarians are allowed in for Salix administration only.

All California Sire Stake races, along with designated overnight stakes are required for detention.

Detention barn horses are required to report by 12 noon to the detention barn.

- c. Plan for detention stalls for repeat offenders: Repeat offenders will have their entire barn in detention for a period of no less than 30 days. Repeat offender will bear the cost of such detention. Any violation thereafter, offending trainer will be considered for exclusion.
- d. Number of security personnel assigned to the TCO2 program: A pool total of 10, with no more than 2 at any given time.

C. Describe the electronic security system.

- 1. Location and number of video surveillance cameras for the detention stall and stable gate: One surveillance camera and monitor will be located at both the detention barn and Gate 12 main gate.

D. For night racing associations: Describe emergency lighting system. Generator lights are placed in strategic locations around the racetrack. In addition the starting gate lights will be used for safe exit of racing participants in the event of power loss.

## 16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response, 1779 Tribute Rd, Sacramento, CA, 95815 916-563-0600

- 1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: N/A

- 1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. The Cal Expo first aid station is located just past the main entrance. The facility is staffed by the Cal Expo police staff. A minimum of two Cal Expo police officers are on duty during the live racing program. Basic first aid supplies include antibiotic ointment, cotton balls/swabs, gauze pads/roller, sterile eyewash, thermometer, turkey baster for cuts. All Cal Expo police officers are CPR trained, they are also trained for Defibrillator (on site) use. Basic first aid services are offered at the station. In addition the on duty ambulance staff provides basic first aid services. The ambulance service is staffed by one EMT, and one Paramedic. The ambulance staff also has a wide range of basic and advanced life support equipment on hand.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: N/A

**If Quarter Horse racing association, see D.1.**

- 1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): Sutter Memorial Hospital 5151 F St, Sacramento 916-454-3333 (1.5 miles) Mercy General Hospital 4001 J St, Sacramento 453-4553 (1.5 miles)



August 23<sup>nd</sup>, 2022

To Whom It May Concern;

American Medical Response – Sacramento Valley operates emergency and non-emergency ambulance transportation in and around the greater Sacramento area. I certify that all of our Emergency Medical Technicians (EMT's) and Paramedics are licensed by the California State Emergency Medical Services Authority (EMSA). The Paramedics are additionally accredited by Sacramento County Emergency Medical Services (SCEMS). Upon request, personnel names and certification numbers can be provided for verification. EMSA has a website where Paramedic and EMT's licenses can be reviewed and verified as active and in good standing:

<http://www.centralregistry.ca.gov/Search.aspx>.

Our ambulances are inspected annually by the California Highway Patrol and local EMS agency (Sacramento County EMS) and are stocked with equipment, medication and supplies as required by these agencies, to include all of the optional scope of practice items.

Please feel free to contact me if you have questions or require further information.

Sincerely,

Mark Mendenhall  
(916) 563-0835  
Operations Manager AMR Sacramento County

- E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Sutter Memorial Hospital 5151 F St, Sacramento 916-454-3333 (1.5 miles) Mercy General Hospital 4001 J St, Sacramento 453-4553 (1.5 miles)
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.
- G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Kate Phariss, Safety Manager Ben Kenney Asst Safety Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Oak River (Berkshire Hathaway) Policy# WAWC011195
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

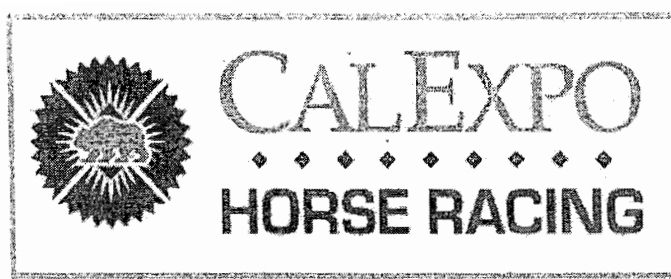
## 17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each: Spector Corp under Master Contract with Cal Expo.

Does the association provide its own concessions? Yes  No

## 18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting.
- B. Promotional/Marketing budget for this race meeting: \$80,000  
Promotional/Marketing budget for prior race meeting: \$77,000



## ***Watch & Wager,com LLC @ Cal Expo***

### FOR ON TRACK INJURY TO DRIVERS

#### "FIRST RESPONSE"

- In the event of an accident, the Starter; Outrider, and/or Ambulance shall respond immediately
- The American Medical Response Ambulance will stop on the track and assess the driver's(s) need.
- The attending medical professionals shall be equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment and supplies.
- An "on site evaluation" of injuries to the driver(s) shall be made.

#### "ON SITE EVALUATION"

- Based on the Emergency Medical Response, the Paramedic and EMT team on the American Medical Response Ambulance, will provide on site evaluation of injuries and make decision to either treat the injured driver(s) on site or to request emergency medical transport for off site treatment at a hospital trauma center.
- If on site treatment is deemed sufficient, the American Medical Response shall treat the injured drivers(s); or,
- If off site treatment is deemed necessary, a back up ambulance from American Medical Response will be summoned to either take over the duties at the track or transport the injured party to the appropriate medical center.

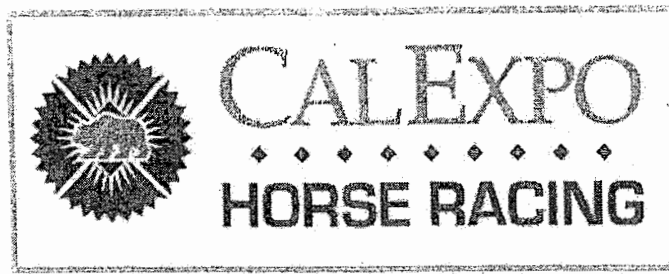
#### "INJURY TREATMENT"

- If the injured driver(s) is treated by the Paramedic on the American Medical Response Ambulance, they will be the primary care provider.
- If a back up ambulance is requested, the injured driver(s) shall be transported to the local appropriate medical facility.

This notice shall be posted in a conspicuous and highly visible location in the driver's room

CALIFORNIA EXPOSITION & STATE FAIR

P.O. Box 15640 \* Sacramento, CA 95847-1640 State of California \* Jerry Brown, Governor



**Watch & Wager.com LLC @ Cal Expo**

**"PRIMERA RESPUESTA"**

- En caso de un accidente, respondera la ambulancia, el poniador, o, el carrode comensar.
- La ambulancia respondera par aver lo necesario.
- La ambulancia tiene el equipo necesario para accidentes.
- Se hara una evaluacion de acuerdo al accidente.

**"EVALUACION AL INSTANTE"**

- Basandose al (EMT) Emergencia Medica Responsable. Que es la ambulancia. Ellos Aran Una evaluacion al instante. Para ver si se puede tartar al momento o ser transportado, al hospital.

**"ATENCION AL ACSIDENTADO"**

- El acidentado sera tratado de inmediato por (EMT).  
Sies demaciado grave el accidente sera transportado por ambulancia



**DEPARTMENT OF FORESTRY AND FIRE  
PROTECTION**  
OFFICE OF THE STATE FIRE MARSHAL  
Fire and Life Safety Division - North  
2251 Harvard Street, Suite 130, Sacramento, CA 95815  
(916) 568-3826

**SPOT INSPECTION REPORT**

**LOCATION INFORMATION**

**Building Name:** HORSE / BACKSTRETCH BARNS A-Z

**Street Address:** 1600 Exposition Blvd

**County:** Sacramento

**City, State, Zip code:** Sacramento, CA, 95815

**Lot Number:**

**Suite Number:**

**Floor Number:**

**Agency:** DAA California Exposition & State Fair (60050)

**SFM File No.:** 04-34-91-0001-00024

**INSPECTION INFORMATION**

**Inspection Number :** 123755

**Inspection Type:** Spot Inspection

**Inspection Date :** 06/07/2022

**Inspection Status :** Passed

**Inspector:** Cliff DuGranrut

**Inspection Hours :** 0

**Inspector Signature:** 

**Travel Hours :** 0

**Inspection Comments:** In accordance with CHRB Rule 1927; Fire Prevention, Each barn or structure which is used by the association for the stabling of horses or human habitation, is equipped with an automatic sprinkler system and an automatic fire alarm system. Approval to occupy has been granted.

**Discussed With:** Marcia Shell

**Title:** Assistant General Manager

**Accompanied By:**

**Title:** Chief of Plant Operations and Maintenance

\_\_\_\_\_  
Mitch Pryor

**Signed:**



Operating Harness Racing at Cal Expo

Scott Chaney  
Executive Director  
California Horse Racing Board

September 21, 2022

**Re: Request for waiver under CHRB #1927**

Dear Scott,

Cal Expo and Watch and Wager have obtained a valid fire clearance permit from Cal Fire dated June 6, 2022. This permit would fall outside of the 45-day period prescribed in CHRB 1927. We are requesting from the Board a waiver of the 45-day inspection rule under 1927.

Thank you for consideration of our request.

Sincerely,

Christopher J. Schick  
General Manager  
916 243 8215



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588
CONTACT NAME: PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No): (925) 416-7869
INSURER(S) AFFORDING COVERAGE: INSURER A : Oak River Insurance Company NAIC # 34630

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

California Horse Racing Board 1010 Hurley Way, Suite 300 Sacramento, CA 95825
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE [Signature]

- C. Number of hosts and hostesses employed for meeting: 2
- D. Describe facilities set aside for new fans. None
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
  - 1. Horsemen Upgraded paddock
  - 2. Fans Upgraded website
  - 3. Facilities in the restricted areas None at this time

**19. SCHEDULE OF CHARGES**

- A. List proposed charges. Note any changes from the previous year.
 

Admission (general)	Free
Admission (clubhouse)	Free
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	\$4.25
(off-track)	\$4.75
- B. Describe any "Season Boxes" and "Turf Club Membership" fees. N/A
- C. Describe any "package" plans, such as combined parking, admission, and program. N/A

**20. JOCKEYS/DRIVERS' QUARTERS**

- A. Check the applicable amenities available in the jockeys/drivers' quarters.
 

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many 46	
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input type="checkbox"/> Masseur	<input checked="" type="checkbox"/> Food/beverage service	<input type="checkbox"/> Certified platform scale
- B. Describe the quarters to be used for female jockeys/drivers. Female drivers have a separate room for changing, along with a separate rest room and showering facilities.

**21. BACKSTRETCH EMPLOYEE HOUSING**

- A. Inspection of backstretch housing was completed by (name) on (date) .
- B. Number of rooms used for housing on the backstretch of the racetrack: 44
- C. Number of restrooms available on the backstretch of the racetrack: 8
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1/5

**22. TRACK SAFETY**

- A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

- B. Describe the type of track surface at the facility, including the specific track surface composition. The Cal Expo track surface is made up of various types of sand, very coarse, coarse, medium to fine. Silt and clay are also components. Medium to very fine sand makeup 75.4% of the sand. #2 screened fill sand added throughout the season to maintain surface consistency.
- C. The percent of cross slope in the straightaways is: 2%  
The percent of cross slope in the center of the turns is: 5-6%
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. No Rail on Inside- Pylon System. Outer Rail Aluminum.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: J.R. Williams, Track Superintendent
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

### **23. DECLARATIONS**

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)
- E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No exceptions

AGREEMENT BETWEEN  
WATCH AND WAGER.COM LLC

And

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

THIS AGREEMENT is entered into between Watch and Wager.com LLC ("WAW"); and California Harness Horsemen's Association, a California corporation ("CHHA"). For convenience herein, WAW and CHHA may be referred to as the "Parties."

Recitals

- A. Whereas WAW desires to operate harness racing meets at the Cal Expo Racetrack facility in Sacramento, California.
- B. Whereas CHHA is comprised of most owners, trainers, drivers, and breeders of harness/Standardbred racehorses which will participate in all harness racing meets conducted at Cal Expo and has been acknowledged by the California Horse Racing Board (CHRB) to be the organization to represent horsemen at California harness racing meetings.
- C. Whereas the CHRB allocates harness racing dates for specific periods during the calendar year.

Now, therefore, the parties agree as follows:

**I. HARNESS RACING DATES:**

- a) The CHRB has allocated harness racing dates to Cal Expo for the period November 18, 2022 through April 30, 2023 (proposed racing calendar attached) for a harness racing meet to be conducted at the Cal Expo racetrack in Sacramento, California. It is acknowledged and understood by both parties that harness racing dates are allocated by the CHRB and harness racing dates for the above allocation as well as any allocation for calendar year 2022/2023 will be requested by WAW.
- b) WAW and CHHA mutually agree to make every attempt to request the allocation of and operate a minimum of 47 racing days each calendar year at the Cal Expo facility, with racing weeks consisting of one (1) or two (2) racing days each week. Changes in racing dates can be made with the consent of both parties and neither party will unreasonably withhold this approval.
- c) "Race meet" or "racing meet" is defined as the entire period under the conduct of an association within the enclosure of the designated grounds for which the CHRB has granted a license.

2. TERM OF AGREEMENT

- a) The term of this Agreement is August 1, 2022 through July 31, 2023. This Agreement may be extended for two additional one-year terms, exercised independently, provided that the Parties reach a mutually acceptable agreement.
- b) This agreement shall be considered null and void prior to the expiration date listed above if another operator, other than WAW, is operating the race meet; or if another organization, other than CHHA, is representing the owners, trainers, drivers, and breeders, pursuant to CHRB approval.

3. HORSEMEN'S PURSE POOL:

- a) The amount to be paid by WAW to horsemen participating in the race meet as purses shall be determined and computed in accordance with the California Business & Professions Code regulations. Said amounts are derived from wagering handle on all live harness races emanating from Cal Expo and all imported out-of-state races that are Hosted by WAW from On-Track Handle, California off-Track Handle, Out-of-State Handle on WAW live races, Advance Deposit Wagering handle in California on WAW live and WAW hosted events, and Exported Advance Deposit Wagering (ADW) handle on WAW live handle through out-of-state ADW providers, from purse monies generated pursuant to B.& P. Code Section 19596.1 (a)(4) and from any other wagering sources that are approved by the California State Legislature as part of the Business & Professions Code and/or by Rules and Regulations that are promulgated by the CHRB.
- b) The parties agree that purses in the Opening Purse Schedule shall be based on a payout of approximately Forty Eight-Thousand Dollars (\$48,000.00) per racing day for the Forty six (46) racing days included in this race meet.
- c) The parties agree that this Agreement shall constitute the written agreement contemplated in Business & Professions Code section 19605.7(c) and that fifty percent (50%) of the one-half of one percent (0.5%) of unused funds identified in said section 19605.7(c), commonly referred to as a "promotion fund," shall be deposited into the horsemen's purse pool account at the conclusion of the race meet.
- d) Nothing in this Agreement is intended to alter the requirement of the law {Bus. & Prof. Code § 19619) with regard to the funding of the California Standardbred Sires Stakes Program.
- e) WAW and CHHA mutually agree that any subsidy of California Sires Stakes Program races shall come from the horsemen's purse pool. All Sires Stakes supplemental purse monies shall be paid by WAW directly to the California Standardbred Sires Stakes Committee (CSSSC) administrator. The purse pool contribution for the 2022/2023 meeting will be \$220,000

- f) The parties will endeavor to estimate the number of purses to be paid at the race meet, separately and singularly so as to avoid the overpayment or underpayment of purses to the horsemen by Cal Expo. WAW and CHHA shall provide to each other, an estimate of the purse pool generated during the period covered in this agreement.

Any underpayments or overpayments of purses shall be carried over to subsequent meets that are operated by **01**WAW.

In the event an overpayment exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WAW, then CHHA shall make every effort to include, in their agreement with the new operator, to have purse **funds** directed and paid to WAW in the exact amount of the purse overpayment no later than six (6) months after the last scheduled racing day of a race meet operated by WAW. **If an** underpayment of purses exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WAW, then the two parties shall meet and mutually agree to a method to distribute any underpayments in a manner that will benefit the harness horsemen who **had** participated in the race meet.

- g) Representatives of each party shall meet either party requests to discuss any issues related to the purse pool or any other matter. The parties agree that they **will** meet on a regular basis to determine if the purse levels are being met by the handle and to determine if a purse increase or decrease is necessary to be placed in effect for the current meet or subsequent meets.
- h) Southern California Off Track Wagering, Inc. (SCOTWINC) receives payments from harness operators for expenses related to the harness race meet and thereafter refunds excess amounts collected by SCOTWINC from the operator. In estimating the amount of money available for the payment of purses WAW shall also estimate that the purse pool shall receive, on a retroactive basis, one-half of all of the SCOTWINC refunds paid as a result of the race meet. In the event of a SCOTWINC shortfall, Both parties agree to equally share any liability.
- i) Pursuant to Business & Professions Code section 19601(1), when WAW is required to pay to Los Alamitos an impact fee, fifty percent (50%) of the impact fee paid to Los Alamitos shall be paid from commissions and fifty percent (50%) shall be paid from the purse pool.
- j) Pursuant to Business & Professions Code section 19605.77.(a), by signing this Agreement, CHHA approves the deduction of an additional one percent (1%) of the

total amount handled in conventional pari mutuel pools of the WAW harness meet and hosted even for the defraying of workers' compensation costs for the trainers that are represented by CHHA.

- k) CHHA shall provide to WAW a listing of **all** current committees and subcommittees of the CHHA.
- i) When the race office combines conditions listed on the condition sheet, the purse of the resulting race shall be no less than the highest purse associated with the horse(s) that said horses originally entered for (so long as they were eligible for that race). For example, assume a NW\$1500L5 race is written with a purse of \$2900 and 6 enter and a NW\$2500L5 race is written with a purse of \$3400 and 2 enter. If these races are combined such that the new race is written NW\$1500L5 AE NW\$2500L5 to draw outside, then the resulting purse would **be**, between the lower and higher class.

#### 4. PURSE SCHEDULE:

- a) Distribution of purse money to the various classes of horses competing at WAW's race meets will be in accordance with the provisions set forth herein.
  - b) Purses shall not be increased during any meet except by written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WAW. All purse increases shall apply only to overnight races and maybe distributed proportionately among **all** classes or races in accordance with the initial purse structure of any meet. Purses shall not be decreased without the written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WAW. WAW must state facts upon which the decrease is warranted. CHHA shall not unreasonably withhold consent of a purse decrease.
  - c) After each racing week during the race meet, WAW shall make every effort to provide to CHHA, by facsimile, email, hard copy, a report indicating the weekly total amount of monies wagered (total handle), when available; estimated commissions (WAW's share); estimated purses generated (horsemen's share); estimated purses paid; breeders and owners awards; the balance of the horsemen's purse account; and whether the horsemen are overpaid or underpaid. Within thirty (30) Days of the conclusion of any meet, WAW shall furnish to CHHA the final Statement containing all of the above information for the entire meet. CHHA acknowledges that some reports are not directly provided in a timely manner to WAW; however, WAW shall make every effort to keep CHHA apprised of all handle related data on a weekly basis.
  - d) No purse pool money shall be used for match races, exhibition races, or special racing events unless the terms, conditions, and purses are expressly agreed upon in writing by the CHHA Purse Committee and/or the CHHA Executive Director, as
-

Executed by the CHHA Executive Director or President and WAW prior to the scheduling or announcement of such races. The parties acknowledge that a Schedule of Late Closing events may be agreed upon, the Terms, Conditions & Funding of which shall be designated in writing and become part of this Agreement.

- e) No race shall be placed on the condition sheet or carded for horses with a claiming price of less than Three Thousand Dollars (\$3,000). Claiming prices may only be reduced below this level if agreed to in writing by WAW and the CHHA Executive Director or President. Bottom level claiming races will be drawn from least money earned last five starts to the highest. Eight starters is the desired but not required goal. Bottom level claimers will be split by sex when possible. Any horse dropping from a condition race or higher claimer to the bottom claiming level will be seeded at the top level for its first start in that class, unless it has raced at the bottom claiming level at least once in its last three starts.

- f) W&W will make every reasonable effort to write claiming or claiming handicap races between \$4000 and \$10,000. However, if such races do not fill, the NW\$5 races will be attempted to be written with Also Eligible conditions as follows:

NW Last S Money	AE Base Claiming Price
Open II	AE: 12,500
Open III/ NW 4000	AE: \$10,000
NW 3000	AE: \$8,000
NW 2000	AE: 6,000

- h) Purse distribution shall be as follows, 49% winner, 24% second, 11% third, 8% fourth, 5% fifth and 3% for sixth. All starters finishing worse than 6th, will receive a \$40 starter fee. Starter's fees will not count as lifetime earning to the horse. If, due to an accident or other circumstance approved by the CHRB Stewards, fewer than five (6) horses finish in an overnight race, United States Trotting Association (USTA) Rule 19 shall apply. If fewer than five (6) horses earn money in an overnight race any unpaid monies will remain in the purse account.
- i) The Paymaster of Purses shall: (1) pay driver's fees in accordance with CHRB Rules; (2) pay programmed trainers five percent (5%) of the purses earned by horses under their care; and (3) pay out Cal-bred Breeder Awards and Cal-bred Owner's Bonuses within fourteen (14) calendar days of each race. Breeders without an owner's account shall be paid no later than the last day of each calendar month.
- j) WAW and CHHA may agree to be joint participants in a Horse Incentive Program, the terms, conditions and funding for such a program shall be set forth in writing and become part of this Agreement.
- k) The parties acknowledge the adoption of the Diamond Horse Alliance (DHA) to include horses sired from the following harness racing jurisdictions: Alberta, CAN, Manitoba, CAN, Iowa, Wisconsin, Minnesota, Maine and Michigan. The parties agree to work together and cooperate in implementing and undertaking the DHA program and to take no action which is inconsistent with that program. WAW and CHHA may agree, in writing, to discontinue the DHA program but agree that horses that have participated in this program will not be negatively affected by such cancellation.
- l) The parties acknowledge the adoption of a "Standardbred Horse Retirement Fund" to assist in the care and placement of Standardbred race horses after they are retired from

Racing. The parties agree to each contribute Five-Thousand Dollars (\$5,000) to fund this program. A Committee shall be formed consisting of four (4) members from CHHA and one (1) member from WAW to serve as the "steering committee" for this program.

5. CHHA ADMINISTRATIVE FUNDING:

- a) The amount to be paid from the purse pool to CHHA for the purpose of defraying the cost of administration and services by CHHA for the benefit of horsemen shall be six percent (6%) of any and all purse monies generated from sources as defined in paragraph 3(a) of this Agreement.
- b) All accrued and unpaid amounts required to be paid to CHHA pursuant to this paragraph shall be paid to CHHA no later than the fifteenth (15th) day of each month for purse moneys generated the prior month. For example, if \$500,000 was generated to the purse pool as defined in paragraph 3(a) of this Agreement in October 2016, six percent (6%) of that amount shall be paid to CHHA on or before November 15, 2016.
- c) WAW receives funds from the pari-mutuel handle from various sources for commissions and purses. WAW may choose to provide to CHHA their administrative fees by the fifteenth (15th) day of each month based on funds that WAW has received. For example, if the ADW providers do not pay to WAW specific funds generated through the ADW providers in a timely manner, WAW shall pursue those late funds and shall pay to CHHA any outstanding administrative fees owed upon receipt of funds. To clarify, WAW may choose to not pay six Percent (6%) administrative fees to CHHA using the calculation of funds that WAW has not received and WAW shall advance funds to the purse pool but shall not advance unpaid funds to CHHA for administrative fees. WAW will make every effort by negotiation to receive the historical "slow pay" funds in a timely manner so that it can pay to the CHHA the required administrative fees.

6. USE of Track and Barn Area:

- a) The barn area, including the back track and main racetrack will open no later than October 1st, 2020. The main track will be closed to horses after the last race of the final night of the race meet. WAW shall ensure that the main racetrack and barn areas meet Standardbred racing standards.

7. TRACK CONDITION:

- a) WAW management shall supervise the planning and proper preparation of the race track prior to the opening of the race meet, including resurfacing of the track or reconditioning of the soil if necessary, and shall consult with the CHHA Track Committee to review plans for preparation. The track is to be approved by the CHHA Track Committee no later than two (2) days prior to the opening day of racing. WAW agrees to abide by all safety rules promulgated by the CHRB with

Regard to track maintenance and safety.

- b) WAW shall obtain the approval of CID-IA's Track Committee regarding the condition of the track for racing, training, **and** safety. An emergency meeting may be scheduled on two (2) hours' notice when the safety of the track is at issue. The decision as to track safety shall be at the discretion of the Stewards for purposes of racing, based upon recommendations from CID-IA Track Committee and WAW management. The condition of the track for training purposes shall be maintained by WAW to the Satisfaction of the CID-IA Track Committee, keeping in mind the health, and welfare of the horses and all individuals participating in the training and racing of horses. In the event the CID-IA Track Committee determines the racetrack to be inadequate for Training or racing purposes, it shall promptly advise WAW management, and WAW shall promptly effectuate such repairs or remediation as may be necessary. If, in the determination of the CID-IA Track Committee the racing surface is determined to be unsafe for training or racing purposes, no owner, trainer, driver, groom, or horse shall be required to participate in any event on that racing surface.
- c) The main track shall be open from 6:30AM until 12:00 PM six (6) days per week during the term of this Agreement or other times as necessary as determined by WAW management. WAW shall not withhold consent to have the racetrack open during specific periods if a majority of the horsemen agree on suitable times for the racetrack to be opened **and** maintained.
- d) WAW shall, at its expense, provide an experienced outrider to be on the track each day during the hours when the track is open for jogging and/or training.

8. SERVICES AND CONDITIONS OF OTHER FACILITIES

- a) WAW shall maintain the Driver's Locker Room in a clean, presentable condition. b) WAW shall provide to the CID-IA and horsemen a schedule depicting the days that the barn area and racetrack will open and close for harness horses.
- c) In connection with all matters affecting horsemen at the meet, WAW recognizes CID-IA **and** its respective working committees as being the designated representatives of the horsemen as recognized by the CHRB. Upon the request of WAW or any of the above committees, representatives of both parties shall meet as expeditiously as Possible to discuss and resolve any problems or matters affecting horsemen or WAW or the conduct of the meet. All agreements reached with any such committee or representatives shall be reflected in writing and signed by a representative of WAW, the CID-IA Committee involved, and/or the CID-IA Executive Director or President.
- d) No deduction, other than driver's and trainer's fees, fees for registration and eligibility papers, entry fees, and claims with the owners approval, fines levied by the CHRB, deductions ordered by any court, shall be made from any owner's purse account without the authorization of the owner or his/her authorized agent. Fees for photos,

Videos, and other services provided by or at the track will be deducted upon agreement of the owner and the vendor with notice given to the Paymaster of Purses. Any disputes as to the propriety of any such deduction must be resolved between the owner and the vendor.

## 9. SECURITY

- a) Detention Barn: Trainers who, by stewards or association order, are serving in the detention barn will be charged the reimbursable fee for security and cleaning in the detention barn for each racing period that they are relegated to the detention barn.
- b) WAW shall provide randomly scheduled night security patrol in the barn area.
- c) With respect to TC02 testing and detention barn policies, WAW and CHHA agree to abide by all laws, regulations, rules, and policies of the CHRB.

## 10. QUALIFYING RACES

- a) WAW shall conduct qualifying races before a designated nightly racing program with a maximum of eight (8) horse fields unless larger fields are agreed to in writing by WAW and the CHHA Executive Director or President, conditions permitting. To qualify a horse as a starter, the following requirements shall be met: (1) the horse shall be identified by the horse identifier; (2) the horse shall be approved by the Stewards for conduct and safety; (3) the WAW management and the Stewards shall set time standards for particular gait and age of horses and for track Condition; and (4) timing and equipment check procedures for each qualifying race will be consistent with those used for pari-mutuel races.
- b) In the event any horses have not started within forty-five (45) days immediately preceding a race in which they are to be entered, those horses shall be required to qualify. This rule will be extended to sixty (60) days through the month of November. This requirement may be waived by WAW and the CHHA upon agreement by both parties for any reason deemed necessary.

## 11. LATE CLOSERS **AND** ENTRIES

- a) Early or late closing events shall be conducted only upon a written agreement of terms for such races between WAW and the CHHA. Some examples of items that maybe included in the agreements for early or late closing events are condition of race, purse amounts, guarantees, entry fees, added purse monies, number of betting interests, etc.
- b) It is agreed that in all claiming races, Cal-Sired and Cal-Bred horses will receive a 50% base claiming allowance. DHA horses which include Alberta, Iowa, Minnesota, Maine Wisconsin and Michigan will be given a base claiming price allowance of

25% in addition to normal age and Sex allowances. It is further agreed that any and all lifetime or last 5 or similar conditions, related to earnings will reflect a 50% Allowance for all DHA horses. For example, a "Non-winners of \$1,500 last 5 starts" Race shall be written "Non-winners of \$1,500 (DHA \$2250) last 5 starts". This would include any Also Eligible conditions.

- c) All entries in any race must be given the option to withdraw with no date penalty and to enter another race in the event of a condition change after the normal time for close of entries. If a race does not fill, the Racing Secretary may cancel the race and write a new condition(s) as a substitute race. Such new race shall be announced (including a text message to text subscribers). Any horses having entered an unfilled race shall be given preference over late entries.
- d) The preference rule to be in effect for the meet shall enable all horses to be eligible for a given race regardless of who the trainer or owner(s) are. In all cases all horses eligible for a race shall have their respective preference dates used to determine their eligibility for that race. However, in no case shall any common owner have three or more horses in a race and in no case shall any trainer have three or more horses in a race, paid-in races excepted.
- e) USTA rule 14.10 shall otherwise govern Preference Dates. However, for the sole purpose of eligibility with regard to preference, any horses entered to race at Cal-Expo on a single-entry date shall be considered to have the same preference date designated as the earliest of the race dates related to that entry date. For example, if the entry date is Tuesday, January 10 for races on Friday and Saturday January 13 and 14, then all horses that would otherwise have a preference date would be given the preference date of Friday, January 13, even if they actually race on Saturday January 14.
- f) When a minimum of eight (8) separate betting interests are entered for a race, the race shall be considered filled and no late entries shall be accepted by the Racing Secretary. In no event shall any race be drawn with less than five (5) separate betting interests except by mutual written agreement of WAW and the CHHA Executive Director or President. If a race is not filled, the Racing Secretary may call for additional entries or may cancel the race and add a substitute race which adds conditions to any original condition. When this occurs, the Racing Secretary or his or her designees shall announce over a public address system the relevant facts and send a text message to those who have subscribed to such a service reflecting the same information.
- g) When a horse is scratched prior to the announced scratch time, the number one also eligible shall draw into the post position vacated by the scratched horse. Once the announced scratch time has passed, all horses which have drawn into a race are obliged to race unless scratched due to one of the reasons set forth in CHRB rules. WAW shall make available to CHHA, each day after the draw, the list of entries.
- h) Unless agreed otherwise between WAW and CHHA Purse Committee and/or CHHA

Executive Director or President, the taking of daily entries shall be at a minimum of 72 hours prior to race time and scratch time shall be at a minimum of 48 hours prior to race time.

- i) The condition sheet for each racing program shall contain conditions for as many races as are scheduled on the program. In addition, the Racing Secretary may write conditions for substitute races; however, substitute races that are generally equal in quality should **used** in place of an originally carded race that did not **fill**.

## 12. RACING CONDITIONS

- a) WAW, with the written consent of CHHA, executed by its Executive Director or President, may apply to the CHRB for permission to conduct one (1) to five (5) racing programs during each scheduled week of its meeting based upon the availability of race ready horses. Racing weeks of less **than** two (2) days may be granted if mutually agreed upon by both parties and provided there are insufficient racehorses available for two (2) days of racing. WAW and CHHA shall strive to achieve an average starter per race amount of eight (8) horses per race in all instances.
- b) WAW shall not schedule any stakes during the meet except for those stakes mutually agreed to in writing by WAW and CHHA. The stakes schedule may be modified with **the** mutual written consent of the CHHA Purse Committee/ Executive Committee/ Executive Director and WAW, executed by the CHHA Executive Director or President.
- c) Recalls shall be made for reasons that are considered acceptable under the Standards maintained by the USTA and the CHRB Stewards. Under all other circumstances, all horses shall be considered starters.
- d) Horses competing in races conducted as part of the California Standard bred Sires Stakes during the meet shall be required to be stabled in a designated detention barn before their respective race events, in accordance with CHRB rules, and adhere to the other conditions in the posted detention **barn** policy. Upon violation of detention barn policies, the stewards shall be notified. Current detention barn time is 12noon race day.

## 13. CALIFORNIA BRED RACES

- a) Pursuant to Business & Professions Code Section 19568, WAW shall offer on the condition sheet at least one race per day restricted to Cal Bred horses. These races will be subject to all provisions of overnight races. The owner of a registered California bred horse that **wins** any race (excluding stakes, late/early closers, or restricted races) shall be paid by the Paymaster of Purses a bonus equal to ten percent (10%) of the winner's share of the posted purse from the horsemen's purse account. The Racing Secretary shall weekly place on the condition sheet a California Bred Open Race if a minimum of six (6) competitive California Bred Open horses enter and the race will be carded and **will** carry a purse equal to the preferred 1 Class. The California Bred Open will be carded as a pari-mutuel race if there are seven (7)

Separate wagering betting interests. If there are fewer **than** seven (7) separate wagering interests entered, but more **than** four (4), it will be at the discretion of Cal Expo management whether to card the race. If there are four (4) or fewer entries, the race will not be carded. All California bred races shall split divisions after twelve (12) or more entries have been accepted, should the race be used.

- b) WAW management shall **be** available to meet with the CHHA Purse Committee to discuss the schedule of races and purses. WAW management shall take into consideration the number and classification California bred horses on the grounds and shall write conditions that will insure full fields. The Racing Secretary shall maintain a list of **all** California bred horses on the grounds and shall make this list available to The CHHA Executive Director on a weekly basis upon request. CHHA will cooperate with the Racing Secretary in an effort to identify such California horses.
- c) WAW shall make available to CHHA the daily report from the Paymaster of Purses listing winners of California bred and California sired races and purses upon request.

14. **INSURANCE:** WAW shall obtain, without cost to the horsemen, driver and trainer accident and disability insurance with the following coverage at a minimum: Two Hundred Fifty Thousand Dollars (\$250,000) medical; Thirty Thousand Dollars (\$30,000) accidental death and dismemberment; and Three Hundred Fifty Dollars (\$350) per week disability for a period of up to 24 months. This insurance shall cover death, accident or injury to participants during activities related to jogging, training, the warm-up for, and conduct of any race or qualifying race at the WAW harness/Standardbred meet, or any other personal injury suffered while working on the backstretch or on the racing surface. Prior to the opening of each race meet, WAW shall provide CHHA with evidence of compliance with this provision, including a copy of the insurance policy obtained and premiums paid. If CHHA is able to purchase this same coverage at a lower rate **than** WAW, CHHA shall make arrangements to do so, and WAW shall reimburse CHHA for any premiums paid.

15. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

16. **TERMINATION PRIOR TO EXPIRATION OF TERM:**

- a) Either party may terminate this Agreement and be relieved of any performance should the other party breach this Agreement. **In the** event of such termination, either party may proceed in a manner consistent with available legal remedies.
- b) Either party may terminate this Agreement, without cause, upon giving 180 days written notice to the other party.

17. **DISPUTE RESOLUTION:** The parties agree that in the event of a dispute over an item(s) covered in the Agreement, the CHRB shall be asked to provide dispute resolution.

18. CHANGE OF LAW: In the event a change of law substantially affects any part of this Agreement, the parties shall meet, confer, and reduce to writing any provisions necessary to carry on the agreement as intended by the parties.

19. AGREEMENT Validity: Should any part of this Agreement be declared invalid, the remaining parts of the Agreement shall remain in full force and effect, and the invalid portion shall be eliminated to the extent not inconsistent with the Horse Racing Law or the directives, rules, and regulations of the CHRB.


## 20. MISCELLANEOUS

- a) CHHA will use its best efforts to see to it that its members **and** the horsemen who participate in or who have horses stabled at the meet are advised of the terms of this Agreement, and CHHA will use its best efforts to cause those persons to comply therewith in matters under the control of CHHA. WAW will likewise use its best efforts to advise its officers and employees of the terms of this Agreement and to cause compliance therewith.
- b) Where mutual agreement is required, neither party shall unreasonably withhold its agreement, nor shall all such mutual agreements **be** evidenced in a writing signed by the parties hereto, including the CHHA Executive Director or President and WAW.
- c) As long as WAW is not in material breach of this Agreement, neither CHHA, its officers, directors, or employees shall induce, incite or encourage a strike, boycott or refusal to participate in the meet
- d) CHHA hereby understands, recognizes, and agrees that WAW may charge a fee for the **repair** of any tack rooms, barns, stalls, restrooms, roofs, solar panels or any other item that is deemed to be damaged by any CHRB licensee. Owners and trainers that are assigned barns and stalls shall receive the barns and stalls in good condition and shall sign off on the condition of their assigned barns and stalls and shall only be charged a fee upon damaging the assigned barns or stalls.
- e) CHHA hereby understands, recognizes, and agrees that it will assist WAW in any manner **w h a t s o e v e r** related to the compliance of water quality issues in the Backstretch area WAW may institute rules, procedures, and policies to be followed for the compliance of water quality issues by the horsemen and WAW. Upon finding a repeat violation by a horseman, trainer, or other person of these rules and procedures, WAW may **f i n e** or eject any persons occupying the backstretch area.
- f) CHHA and WAW agree to negotiate in good faith to achieve an acceptable "Third-party Lasix" program prior to it becoming mandated by the California Horse Racing Board.

21. ATTACHMENTS: Attached is proposed racing calendar, purse schedule, new and returning horse incentive, and Third-Party Lasix agreement. These attachments are hereby made part of this agreement.

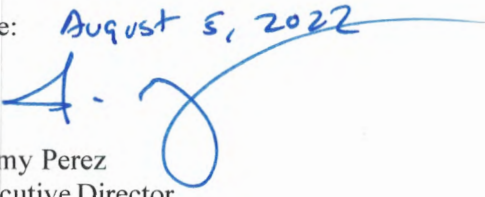
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first shown below.

WATCH AND WAGER  
LLC

Date: 8/8/2022  
By: 

Christopher J. Schick  
General Manager

California Harness  
Horsemen's Association

Date: August 5, 2022  
By: 

Jimmy Perez  
Executive Director

## Independent Contractor Agreement

This Agreement is made between WATER AND WHEEL CON INC ("Client") with a principal place of business at 25 CADILLAC PLANE and BOTH/ JAMES DVM ("Contractor"), with a principal place of business at calexpo.

### 1. Services to Be Performed

Contractor agrees to perform the following services: **Third Party Lasix Service**  
OR

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

### 2. Payment

In consideration for the services to be performed, Client agrees to pay Contractor at the following rates: **\$18.50 Per Lasix Administration**

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

### 3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

OR

Client shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement: None

Contractor shall submit an itemized statement of Contractor's expenses. Client shall pay Contractor within 30 days after receipt of each statement.

### 4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

### 5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

[Contractor has the right to perform services for others during the term of this Agreement.

[ ] Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

**[J]** Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

[- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

[The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay } assistants to help Contractor.

**[AJ]** Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

## **6. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

## **7. State and Federal Taxes**

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

## **8. Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

## **9. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

## **10. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

## **11. Insurance**

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

Automobile liability insurance for each vehicle used in the performance of this Agreement-- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles-- in the minimum amount of\$                      combined single limit per occurrence for bodily injury and property damage.

Comprehensive or commercial general liability insurance coverage in the minimum amount of\$                      .combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

## **12. Indemnification**

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

## **13. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

Term: November 12, 2021 through May 5, 2023

## **14. Terminating the Agreement**

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may, terminate this Agreement at any time by giving 10\_\_\_\_days' written notice to the other party of the intent to terminate.

### **15. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

### **16. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

### **17. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to California state court, jurisdiction of the county of Alameda.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, CA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

### **18. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor Gained knowledge as a result of Contractor's services to Client, and
- other: \_\_\_\_\_

Upon termination of Contractor's services to Client, or at Client's request, Contractor Shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

### **19. Proprietary Information.**

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

### **20. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

### **21. Assignment and Delegation**

Either Contractor or Client may assign rights and may delegate duties under this Agreement.

OR

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

### **22. Applicable Law**

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

### **Signatures**

Client/Owner:

***Watch and Wager .com LLC***

Printed Name

Exhibit A

Services provided under third party Lasix agreement between Kathy Jones DVM, and Watch and Wager.com LLC.

Kathy Jones DVM agrees to provide Lasix administration services in compliance with CHRB "3rd Party" Lasix rules starting 11/12/2021 and extending through 5/5/2023. Lasix will be given at the barns in the horse's stall at the cost of \$18.50 per injection payable to Kathy Jones DVM.

A bulletin board with the post times and Lasix administration times for each race will be maintained and for those trainers and grooms who provide a cell phone number, a picture of the board will be sent to their phone. It is the responsibility of the trainer to make sure an attendant is present for Lasix administration and to sign the syringe collection container in compliance with CHRB "3rd Party" Lasix rules. It is agreed that it shall be the responsibility of the CHRB and/or Watch and Wager to inform the horse trainers, grooms, cited owners of changes in the rules governing Lasix administration to the "3rd Party" status and Kathy Jones DVM shall not be responsible in any way for failure to comply with these rules by any horse Trainer, groom or owner.

The racing association Watch and Wager shall provide a space in the barn area (breezeway or stall suitable) to be used as a staging area with room for a desk and chairs, bulletin board, wall clock, thermometer, and adequate lighting to read the racing program and records associated with Lasix administration. Three official programs and a copy of the horse identification list shall be provided each race day and delivered 4 1/2 hours before the first post time to the staging area.

Kathy Jones DVM will provide a list of all horses receiving Lasix injections on race days to a designated Watch and Wager employee. Payment to Kathy Jones DVM for Lasix administration shall be bi-monthly with the first payment due 1/16/18 and thereafter the 2nd and 16th of the month through 5/16/18.

Kathy Jones DVM will provide proof of workman's compensation insurance for employees that assist with Lasix administration, and proof of current CHRB license, state VMB and federal DEA licenses for herself. Employees shall have current CHRB licenses and if assisting with Lasix injection a valid RVT or DVM state license.

Signature *[Handwritten Signature]* - *[Handwritten Signature]*  
Date July 13, 2018 8/27/2021

Contractor: Kathy Jones  
Printed Name  
Signature *[Handwritten Signature]*  
Date August 24, 2021  
Taxpayer ID Number -

Attachments: Exhibit A: Additional Description of Services to be Performed  
(chk if applicable)

**NOTICE TO APPLICANT:** Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen ( 15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

**24. CERTIFICATION BY APPLICANT**

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

**X**   
Signature

Christopher J. Schick, General Manager

Print Name

Print Title

.....? ..... **D)**..  
Date

CALIFORNIA HORSE RACING BOARD  
**PROPOSED 2023 ALLOCATED RACE DATES  
 CALENDAR**

*Note: The allocation begins on the Wednesday prior to opening day  
 and concludes on the Tuesday following closing day.*

THOROUGHBRED MEETINGS - CENTRAL & SOUTHERN ZONES

<u>Location</u>	<u>Allocated Dates *</u>
Santa Anita	12/21/22 – 06/20/23
Del Mar	07/12/23 – 09/12/23
Los Alamitos	09/13/23 – 09/26/23
Santa Anita	09/27/23 – 11/07/23
Del Mar	11/08/23 – 12/05/23
Los Alamitos	12/06/23 – 12/19/23

THOROUGHBRED MEETINGS - NORTHERN ZONE

Golden Gate Fields (PRAI)	12/21/22 – 06/13/23
Golden Gate Fields (PRAII)	08/23/23 – 10/03/23
Golden Gate Fields (PRAI)	10/18/23 – 12/19/23

QUARTER HORSE MEETINGS - STATEWIDE

Los Alamitos	12/21/22 – 12/19/23
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HARNESS MEETINGS – STATEWIDE

Cal Expo	12/21/22 – 05/09/23
Cal Expo	11/01/23 – 12/19/23

FAIR MEETINGS - STATEWIDE

Alameda Fair at Pleasanton	06/14/23 – 07/11/23
L.A. County Fair at Los Alamitos	06/21/23 – 07/11/23
State Fair at Cal Expo	07/12/23 – 08/01/23
Sonoma Fair at Santa Rosa	08/02/23 – 08/15/23
Humboldt Fair at Ferndale	08/16/23 – 08/29/23
Big Fresno Fair at Fresno	10/04/23 – 10/17/23

\* Date Block Allocation. Actual days of live racing are determined at the time applications are approved by the Board.

The 2023 Race Dates for Southern California and Harness Racing were allocated at the 09/15/2022 regular meeting of the Board. The remaining 2023 Race Dates for Northern California will be allocated at a later date TBD.

# 2023 Northern California Race Dates

December 2022						
Su	Mo	Tu	We	Th	Fr	Sa
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						2

GG (PRAI) - Dec 21, 2021 - Jun 13; Oct 18 - Dec 19  
 Pleasanton - June 14 through July 11, 2023  
 Sacramento - July 12 through August 1, 2023  
 Sonoma - August 2 through August 15, 2023  
 Humboldt - August 16 through August 29, 2023  
 GG (PRAII) August 23 through October 3, 2023  
 Fresno - October 4 through October 17, 2023

	Wks
PRAI	34
Pleasanton	4
Sacramento	3
Sonoma	2
Humboldt	2
PRAII	6
Fresno	2

**Total Weeks: 53**

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						4

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
						4

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						5

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						4

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						5

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
				1		3

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31				1	3

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
				2	2	2

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						4

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
					2	2

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						5

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						2



October 5, 2022

California Horse Racing Board [CHRB]  
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Attention: Scott Chaney, Executive Director, & Commissioners

Subject: Dates, 2023

Mr. Chaney and Commissioners:

On behalf of California Thoroughbred Trainers [CTT], please review the following and attached commentary and exhibits as to factors bearing on CHRB's allocation of Thoroughbred dates for 2023.

**History of Racing Dates**

With perhaps one exception (the opening of Santa Anita occurring each year of racing since 1934 during the Christmas holidays), California's history of assigned racing dates is one of evolution and change. If only for reference, it's instructive to contemplate and debate the nearly infinite number of criteria that CHRB has taken into consideration over the years, including past history, all the while observing its statutory duty to provide for "maximum expansion of horse racing opportunities in the public interest." [Business and Professions Code Section 19401 (c)]

This is a thankless task for the regulator, balancing any number of both rational and sentimental pleas from your licensees, including CTT, but all of us must rely on your objectivity and careful consideration of data in making decisions in the public interest.

You have heard any number of statements in various meetings and correspondence about "history," much of which has been somewhat emotional or misleading, rather than entirely objective and factual. We believe you should continually and explicitly consider that no racing association, or fair, owns any particular dates, especially inasmuch as the economic, competitive, sporting, and regulatory landscapes have all changed so dramatically, and at increasing speed, over the decades. [In this connection, please see the facts and commentary in our Exhibits, attached.]

Relying on the objectivity of the regulator to keep up with actual and anticipated changes as much as possible, we must all realize that there is one and only one fundamental constant: there are only 52 weeks in a year. And, due to the Christmas calendar, practically speaking one less as far as racing is concerned.

In Northern California, contention over racing dates is now concentrated in the summer period, as you know. Our exhibits and commentary therefore concentrate on that period, and factors relating to it.

**CTT's Interests**

By statute, one of CTT's principal duties is to advocate for the welfare of the backstretch community, including all licensed employees and trainers. In addition, the overwhelming majority of trainers in Northern California are also themselves owners and, therefore, also members of Thoroughbred Owners of California (TOC). This backstretch community, as a whole, is a vibrant, living, year-around economic engine, which relies on racing for its very fuel, for the livelihoods of thousands of people. Their living and working conditions, and economic stability, are essential considerations for CHRB, as well as CTT, CARF, all racing associations, fairs, and TOC.

In late 2021 and early 2022, with the valuable encouragement of CHRB, all industry stakeholders came together on a plan to have Golden Gate Fields closed for stabling and training in the summer of 2022 for mandatory deferred maintenance. CTT also advocated for a replacement of its aging Tapeta track during that period; the industry has learned that such synthetic surfaces are subject to ongoing deterioration over time. We were advised by Stronach management, however, that that project would be delayed until 2023. This upgrade is a critical matter for equine safety, we believe, in that the Tapeta track currently installed and maintained at Golden Gate is by far the oldest one in the world. We understand that there is a six-months lead time required for acquiring the specialized cushion material needed.

Therefore, in our opinion, the first decisive factor in determining the racing dates for summer 2023 is to understand the length of time for Golden Gate Fields to be closed for stabling and training, and what projects will be undertaken this coming summer. We are advised that the specialized base underlying the Tapeta racing/training cushion has been continually maintained properly, and was inspected and confirmed to be in good condition this past summer. So, only the cushion surface would need replacement; if that is so, then we should plan for a scheduled 2023 closure which may be two weeks (or more?) shorter than this year, thus alleviating the expensive and difficult proposition of having three stable areas open for a week or more (Pleasanton, Sacramento, Santa Rosa). We understand that a commitment for new cushion material must be made to Tapeta before the end of this year, in order to assure that proper materials are available for efficient installation. We would appreciate CHRB's confirmation of these plans, in the interest of continuing equine safety.

Moreover, this decision drives all others: the dates when Golden Gate Fields must be vacated, the duration for its closure, and the locations to be open for racing and training elsewhere. The logistics and costs – financial as well as the health and welfare of humans and horses – are critical to understand as soon as possible. This year, in early August, there was even a short period when all four principal stable areas in Northern California were open (Pleasanton, Sacramento, Santa Rosa, and Golden Gate). Everyone understands this is uneconomic and not in the best interests of racing or the backstretch community – but the complexities of scheduling cited above are not easy to resolve.

All of these welfare (and expense) issues are critical for the industry, not just CTT.

In our view, we believe the weeks of racing and use of Cal Expo for training in the hottest months of the summer should be significantly reduced, in favor of Santa Rosa. Santa Rosa's climate during the summer is more temperate, and its original investment in its turf course, not to mention its recent expensive enhancement of that course, should be rewarded, by granting of an additional week, with or without fair activities, for a total of 3 weeks racing. This would enable less reliance on Cal Expo during its most oppressive climate: Santa Rosa is and always has been a superior location for the welfare both of horses and backstretch employees, and for both racing and training.

The fact that Santa Rosa is not a member of CARF should have no bearing on the allotment of racing dates, nor should the standing of the California State Fair as an entity. Santa Rosa's reliance on its racing is critical to its future, and no fair has greater community support for its racing.

Finally, in point of fact, Santa Rosa's daily average generation of purses via its handle \*exceeds all other fairs\* virtually every year. Without the summer stabling situation and schedule that afflicted the northern racing community this year, Santa Rosa's business would doubtless have been more robust than it was.

### **Financial Considerations**

The debates of recent years and in recent meetings of CHRB have highlighted just how significantly purse generation and fiscal responsibility have changed in the ever-developing era of simulcasting and ADW.

Originally, all purses were generated from a fair or association's own live racing. No longer. Today, what is the most prized asset of being awarded racing dates in the summer? Is it live racing, or not?

In recent years, the importance of “host track” designation has become increasingly important in date requests. We continually hear discussion about “having dates” when Saratoga and Del Mar are operating, principally to maximize income from ADW as hosts, as opposed to producing live racing. We have even seen a fair evince great concern about Del Mar moving a major stakes fixture from one weekend to another, due to its impact on that fair’s simulcast handle.

We believe the CHRB should consider determining, objectively, the economic consequences of how racing dates are awarded, not just to purse generation, but also to the overall financial viability of fairs and racing associations. Exactly what is the amount of income being generated for hosts when racing isn’t being conducted, and where does that revenue flow, aside from purses? How does it vary, by time of year, by week, and so forth? Where is the accountability for all such revenues? What exactly are the commissions and purses generated from imported/host races alone during the 7-week summer period? We need to remember that such revenues are not generated only via ADW, but also at brick and mortar satellites.

We all seem to bemoan short fields, and proclaim there’s “too much racing” for the number of horses available. [Please see attached data as to North American and California foal crops.] Does that indicate a consensus, that we should strive for the optimum balance between breaks without racing and live racing opportunities? How can we achieve that optimum balance without knowing the financial facts?

Once we have those facts, is it conceivable that the CHRB, as regulator, could assign specific dates when live racing cards must be presented, and at the same time provide for dark weeks (no live racing) where the available ADW income would go either to a specific host, or be shared among hosts, on some rational basis?

We don’t suggest that this would necessarily make your decisions any easier, but we do suggest that decisions should be made on the basis of all available, objective data, including verified financial data, to the extent possible.

### **Conclusion**

It is axiomatic that it’s simpler to state a problem than devise a solution.

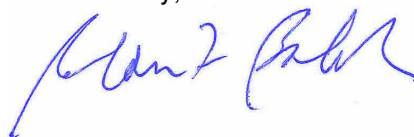
To us, it seems that all the information we should have is still not necessarily available at present, beginning with the essential decisions and commitments relating what we believe is the necessary condition for the ongoing prosperity of all racing in Northern California: the well-being of both the equine and human communities based at Golden Gate Fields, as well as its financial health.

Further, we believe – principally for reasons of climate and facilities, including its turf course – that Santa Rosa should again be allocated 3 weeks of racing, and that it may become (with Pleasanton) one of the two facilities open when Golden Gate is closed.

The issue of balancing live racing weeks and non-racing host weeks should be examined closely, throughout California, based on close review of all relevant financial data, including purse and other revenue generation.

Finally, we do not see a pressing need, at present, to award and commit to 2023 Northern California dates until these matters are resolved carefully.

Sincerely,



Alan F. Balch  
CTT Executive Director

AB:ac

## Exhibit A Timeline of Critical Dates/Data

1960	North American Foal Crop: 13,000
1963	Tanforan (San Bruno) Closed: Dates Split Between Golden Gate/Bay Meadows
1965	North American Foal Crop: 19,000
1967-68	California Racing Calendar Expanded, Day/Night and North/South Overlaps
1968	San Joaquin (Stockton) and Humboldt (Ferndale) dates overlap
1975	North American Foal Crop: 28,000
1980-81	California Calendar Filled All Weeks, North & South
1986	North American Foal Crop: 51,300 [All-time Peak]  Simulcasting, Fair Satellite, Inter-track Wagering Began in Northern California
1995	North American Foal Crop: 35,000  Northern California Dates Overlaps Commonplace – Stockton and Golden Gate Humboldt and San Mateo Fairs, + partial Sacramento (Labor Day) Fresno and Bay Meadows
2000	North American Foal Crop: 37,750 California Foal Crop: 3,600
2000-04	Sacramento: 12 Racing Days Annually, week of 20 August through Labor Day San Mateo County/Bay Meadows: Overlapped Annually, Humboldt/Ferndale
2005-07	No Thoroughbred Racing at Sacramento/Cal Expo
2008-09	Sacramento Returns to Race “Traditional” Late August – Labor Day
2009	Last year of Solano County Fair Racing (Vallejo)

2010 North American Foal Crop: 28,400 (See 1975 above.)  
California Foal Crop: 2,000  
Sacramento Moves to Occupy Solano County/Vallejo Prior Dates

2015 Sacramento Adds Third Week

2015-17 Santa Rosa Races Third Week Without Fair

2018 Santa Rosa Loses Third Week

2019 North American Foal Crop: 20,400 (See 1965 above.)  
California Foal Crop: 1,664

Sources: California Horse Racing Board, Annual Reports  
The Jockey Club, Fact Book

## Commentary on Exhibit A

Equine racing population everywhere in America at operating tracks and approved training facilities is at its peak during the months of June through August, owing to the influx of two-year-olds beginning to train and race, while three-year-olds and older horses continue to fill races.

Going back many decades, this peak of population was why the very first overlaps in California racing could occur between north and south: fairs and fair racing were scheduled in the north at the same time as Del Mar in the south. Later, when the national Thoroughbred foal crop was at its peak, in the mid-1980s, that overlap was supplemented by additional summer racing overlaps, even between fairs: the San Mateo County Fair at Bay Meadows with the California State Fair at Sacramento, over Labor Day weekend dates. Other race meetings, including Humboldt County's dates (Ferndale), have been overlapped with others multiple times. Fresno was overlapped with Bay Meadows. Stockton was overlapped with Golden Gate Fields.

However, as foal crops and racing opportunities began to contract, slowly at first, then rapidly with the advent of simulcasting, Advance Deposit Wagering [ADW], and the Internet, any number of ramifications have presented the CHRB with dilemmas which still exist today, particularly in Northern California. In any regulatory setting, it's plausible to suggest that government regulation – however difficult it always is – is less difficult during periods of growth than it is during contraction.

Bay Meadows closed in 2008, and its property was developed, following the same path as Tanforan (in San Bruno) had, decades earlier.

Later, Stockton (San Joaquin County) and Vallejo (Solano County) joined the San Mateo County Fair in relinquishing their racing. This resulted in a further concentration of racing dates at Pleasanton (Alameda County) and Cal Expo (Sacramento County).

Complicating the evolution of those racing dates was the evolving situation in Sacramento: dates of the fair at Cal Expo were themselves subject to change. In addition, for three years (2005-2007), Cal Expo was not a member of California Authority of Racing Fairs [CARF], and did not race any dates. Perhaps the most important development was Cal Expo moving to the previous Vallejo dates in 2010, two years after rejoining CARF, having first resumed racing in its "traditional" dates. In 2013, Santa Rosa resigned its membership in CARF.

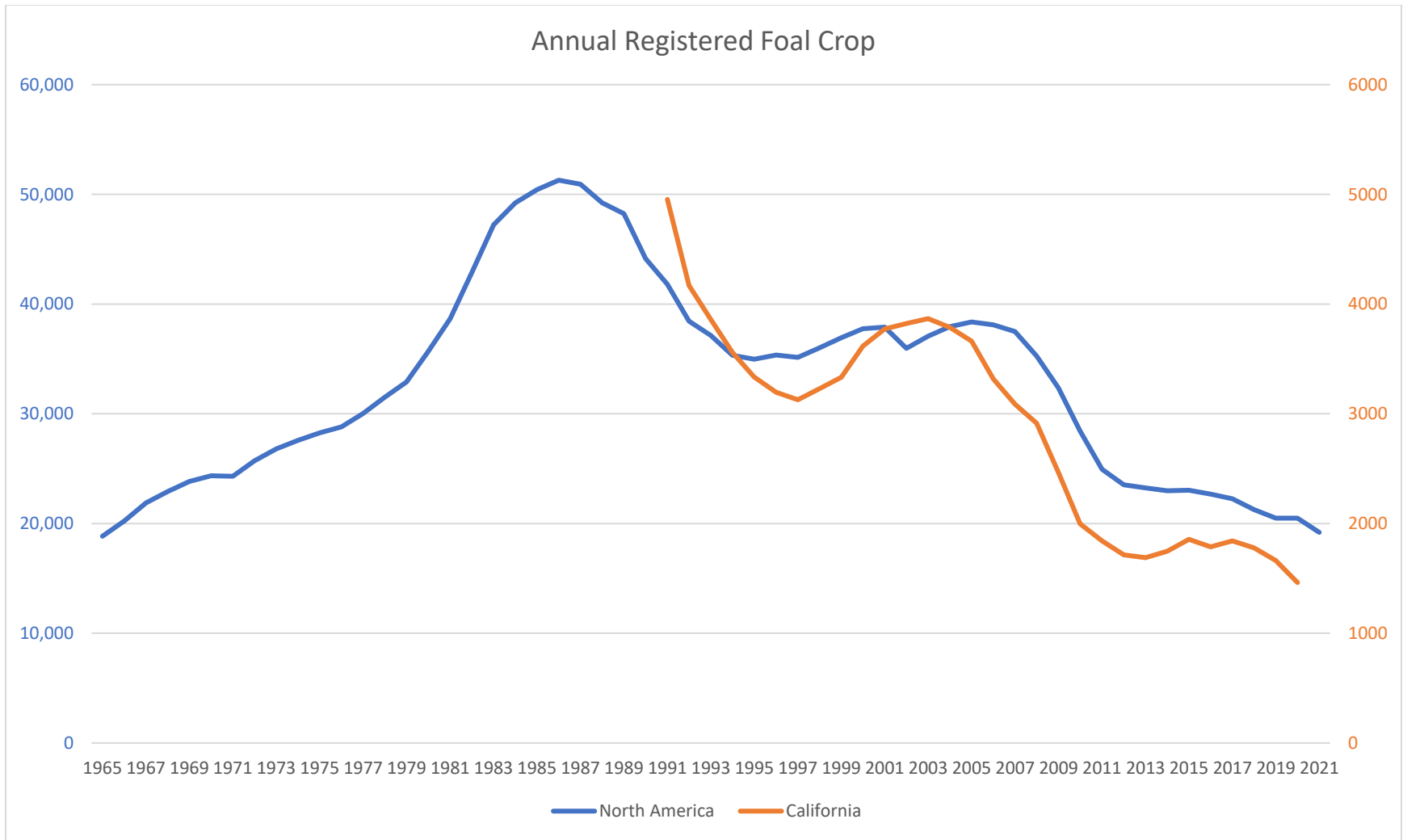
Looming over all these moving parts is the serious difficulty fairs have in booking essential fair entertainment, such as carnivals, and the continually expanding school calendars into ever earlier summer dates, another critical complication for scheduling of fair activities (as opposed to racing).

CHRB, therefore, seems to be tasked not only with an inability to expand the annual calendar beyond 52 weeks, but also with **refereeing disputes among fairs over non-racing activities**. In at least one instance, Humboldt County, CHRB is apparently asked to schedule racing there in order to maintain the very economic viability of an important local community event, above and beyond the interests of California race *per se*.

Overall, there are so many competing interests here, that CHRB is expected to have the wisdom of Solomon to make decisions . . . nevertheless, its fundamental statutory charge remains constant: expanding horse racing opportunities in the public interest.

**Northern California Racing Fairs - Race Dates History  
2000-2022**

									Total Race		Notes
	Stockton	Pleasanton	Vallejo	Santa Rosa	San Mateo	Ferndale	Sacramento	Fresno	Days		
2000	6/14-6/25 (10)	6/28-7/9 (11)	7/12-7/24 (12)	7/26-8/7 (12)	8/9-8/21 (12)	8/10-8/20 (10)	8/23-9/4 (12)		10/4-10/15 (11)	90	
2001	6/13-6/24 (10)	6/27-7/8 (11)	7/11-7/23 (12)	7/25-8/6 (12)	8/8-8/20 (12)	8/9-8/19 (10)	8/22-9/3 (12)		10/3-10/14 (11)	90	
2002	6/12-6/23 (10)	6/26-7/7 (11)	7/10-7/21 (11)	7/24-8/5 (12)	8/7-8/19 (12)	8/8-8/18 (10)	8/21-9/2 (12)		10/2-10/13 (10)	88	
2003	6/11-6/22 (10)	6/25-7/6 (11)	7/9-7/20 (10)	7/23-8/4 (12)	8/6-8/18 (12)	8/7-8/17 (10)	8/20-9/1 (12)		10/1-10/13 (11)	88	
2004	6/16-6/27 (10)	6/30-7/11 (11)	7/14-7/26 (11)	7/28-8/9 (12)	8/11-8/23 (12)	8/12-8/22 (10)	8/25-9/6 (12)		10/6-10/18 (11)	89	
2005	6/15-6/26 (10)	6/29-7/10 (11)	7/13-7/25 (11)	7/27-8/8 (12)	8/10-8/25 (12)	8/11-8/21 (10)	No TB Racing		10/5-10/16 (11)	77	Cal Expo left CARF
2006	6/14-6/25 (10)	6/28-7/9 (11)	7/12-7/24 (11)	7/26-8/7 (12)	8/9-8/24 (12)	8/10-8/20 (10)	No TB Racing		10/4-10/15 (11)	77	Cal Expo left CARF
2007	6/14-6/24 (9)	6/27-7/8 (11)	7/11-7/15 (5)	7/18-8/6 (18)	8/8-8/19 (11)	8/9-8/19 (10)	No TB Racing		10/3-10/14 (11)	75	Cal Expo left CARF
		Pleasanton	Vallejo	Santa Rosa	San Mateo	Ferndale	Sacramento	Stockton	Fresno		
2008		6/25-7/6 (11)	7/9-7/21 (11)	7/23-8/4 (12)	8/6-8/17 (10)	8/7-8/17 (10)	8/20-9/1 (11)	9/3-9/14 (9)	10/1-10/13 (11)	85	Cal Expo back in/Stockton to Sept.
	Stockton	Pleasanton	Vallejo	Santa Rosa	CARF 1 @ GGF	Ferndale	Sacramento	CARF 2 @ GGF	Fresno		
2009	6/17-6/28 (9)	7/1-7/19 (15)	7/2-7/26(5)	7/29-8/9 (10)	8/12-8/23 (10)	8/14-8/23 (8)	8/26-9/7 (11)	9/10-10/4 (16)	10/7-10/18 (11)	95	69-CARF;26@GGF;Stk back to June;BM done
	Stockton	Pleasanton	Sacramento	Santa Rosa		Ferndale			Fresno		
2010	6/16-6/20 (5)	6/23-7/11 (15)	7/14-7/25(10)	7/28-8/15 (15)		8/13-8/22 (8)			10/6-10/17 (10)	63	Cal Expo moves to Vallejo Dates
2011	6/16-6/19 (4)	6/23-7/10 (13)	7/14-7/24 (9)	7/27-8/14 (15)		8/12-8/21 (8)			10/6-10/16 (9)	58	
		Pleasanton	Sacramento	Santa Rosa		Ferndale		Stockton	Fresno		
2012		6/21-7/8 (13)	7/12-7/22 (8)	7/25-8/12 (15)		8/15-8/26 (8)		9/20-9/30 (8)	10/4-10/14 (9)	61	Stk to September again
2013		6/19-7/9 (12)	7/10-7/23 (8)	7/24-8/13 (13)		8/14-8/25 (8)		9/18-10/1 (6)	10/2-10/15 (9)	56	43-CARF;13-SR
2014		6/19-7/5 (12)	7/10-7/20 (7)	7/21-8/10 (13)		8/13-8/24 (6)		9/19-9/28 (6)	10/1-10/13 (9)	53	40-CARF;13-SR
2015		6/17-7/5 (12)	7/10-7/26 (11)	7/30-8/16 (11)	3rd wk w/o fair	8/21-8/30 (6)		9/11-9/20 (6)	10/8-10/18 (9)	55	44-CARF;11-SR later in calendar;Cal Expo 3 wk
2016		6/15-7/5 (12)	7/6-7/29 (10)	7/27-8/16 (11)	3rd wk w/o fair	8/19-8/30 (6)		9/21-10/4 (6)	10/5-10/18 (9)	54	43-CARF;11-SR
		Pleasanton	Sacramento	Santa Rosa		Ferndale		Pleasanton	Fresno		
2017		6/21-7/11 (11)	7/12-8/1 (11)	8/2-8/22 (11)	3rd wk w/o fair	8/23-9/5 (7)		9/20-10/3 (7)	10/4-10/17 (9)	56	45-CARF;11-SR
2018		6/13-7/10 (15)	7/11-7/31 (11)	8/1-8/14 (8)	loss of 3rd wk	8/15-8/28 (7)		Dates to GGF	10/3-10/16 (9)	50	42-CARF;8-SR
2019		6/12-7/9 (15)	7/10-7/30 (11)	7/31-8/13 (8)	loss of 3rd wk	8/14-8/27 (6)	overlap w/ GGF	Dates to GGF	10/3-10/16 (9)	49	41-CARF;8-SR
2020											Pandemic Revised Calendar
Revised		6/17-7/14 (12)	7/15-7/28 (6)	7/29-8/11 (6)				Dates to GGF		24	18-CARF (all run at Pleasanton);6-SR @ GGF
											28-CARF (all run at Pleasanton w/ 2 wks of Sac given to GGF for stabling \$\$); 6-SR@GGF
2021		6/16-7/13 (13)	7/14-7/20 (3)	8/4-8/17 (6)		8/18-8/31 (6)	2nd wk w/ GGF	Dates to GGF	10/6-10/19 (6)	34	
2022		6/15-7/12 (13)	7/13-8/2 (9)	8/3-8/16 (7)		8/17-8/30 (6)	2nd wk w/ GGF	Dates to GGF	10/5-10/18 (7)	42	35-CARF;7-SR



Source: The Jockey Club

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**FAX COVER SHEET**

**TRANSMITTED TO:**

**RACE DATES COMMITTEE**

Oscar Gonzales, Chairman  
 Wendy Mitchell, Member  
 Damascus Castellanos, Member  
 Scott Chaney, Executive Director  
 Cynthia Alameda, Assistant Executive Director

**FAX: 916-263-6042**

From: JAMES R. MORGAN, Attorney at Law

Date: September 9, 2022

DOCUMENTS	NUMBER OF PAGES*
Letter dated 9/9/22 to RACE DATES COMMITTEE	21 (including cover)
Attachments to Letter dated 9/9/22	

**COMMENTS:**

Please share Humboldt County Fair position with Race Dates Committee.

Thank you,



James R. Morgan

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JAMES R. MORGAN, *Special Counsel*

HUMBOLDT COUNTY FAIR ASSOCIATION

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September 9, 2022

**RACING DATES COMMITTEE**

Oscar Gonzales, Chairman  
Wendy Mitchell, Member  
Damascus Castellanos, Member  
Scott Chaney, Executive Director  
Cynthia Alameda, Assistant Executive Director

**Re: Humboldt County Fair Plea to End Overlap Race Dates in 2023,  
for our 127<sup>th</sup> year of Hosting Live Racing**

Dear Members of the Racing Dates Committee:

On behalf of the people of Humboldt County, the live racing fans of Northern California and for the betterment of the sport, we respectfully request that 2023 be the year that the CIIRB recognizes two inescapable realities:

1. Declining horse populations cannot support two venues running at the same time in the same region, and;
2. Given rising costs and need to offer competitive purse structures, no live race meet in California can self-sustain without host status commissions and the corresponding contributions toward purses.

**Overlap Targets HCF by Luring Horses Competing on Fair Circuit.**

During the overlapped weekend, GGF ran 158 horses that had previously made a start. Of those, 137 had run their last race on the Fair Circuit. Those horses comprised 87% of the GGF entries during the overlapped week and raced at other fairs but bypassed HCF due to the overlap.

As a result, HCF had 14 races with 4 horses, twice as many as 2021. Four horse fields eliminate handle for exotic and show wagers. Racing without overlap would increase the number of horses migrating to HCF and reduce small field sizes.

Oscar Gonzales, Chairman  
Wendy Mitchell, Member  
Darnascus Castellanos, Member  
Scott Chaney, Executive Director  
Cynthia Alameda, Assistant Executive Director

Page 2

September 9, 2022

Humboldt remains an important gateway for new owners, trainers, and horses from Oregon and those new to the sport. Eclipse award winning owners (Allen Aldrich) and breeders (Steve Coburn) started out at the HCF and remain staunch supporters. Nationally prominent track announcers Frank Mirahmadi and Chris Griffin honed their craft from the Ferndale announcer's booth.

### **Live Racing Fosters New Fans, Owners, and Interest in the Sport.**

Our IICF published attendance numbers for overlapped Saturday, August 28, 2022, were 5,016 (see attached chart). There were over 7,000 paid admissions and an additional 2,500 in VIP Pass Admissions. The fans overflowed and the energy was palpable.

That same GGF day, August 28, 2022, their published attendance was 807 (see attached chart).

On the overlapped Sunday, August 29, 2022, our HCF attendance was listed as "unavailable". However, the stands were again overflowing, the 9-race card was exciting to all in attendance. Handle was up nearly 70% from the day before (see attached chart).

For the three days of overlap GGF had published attendance of 351 (8/26/22), 807 (8/27/22) and 510 (8/28/22) for a total of 1,668 for three days. HCF eclipsed that cumulative attendance number each and every day, separately, during the overlap period.

It is compelling to look at the attached pictures from the live racing at the HCF during the overlap period in contrast to live pictures of the lack of crowd at GGF during the overlap (see attached photos).

### **Financial Necessity Mandates All Meets Race Without Overlap.**

All other meets in the State race without any overlap in their region. Costs of conducting live racing, labor, insurance, maintenance, and insurance continue to rise.

CARF expenses to IICF are the same as they are to Alameda, Fresno and Sacramento fairs. There is no relief from those expenses during our week with overlap.

AB 763 monies are insufficient to put a dent in those costs.

Every other California race meet relies on host status to cover those expenses.

Oscar Gonzales, Chairman  
Wendy Mitchell, Member  
Dumascus Castellanos, Member  
Scott Chaney, Executive Director  
Cynthia Alameda, Assistant Executive Director

Page 3  
September 9, 2022

This 127-year-old tradition needs to be perpetuated and deserves your consideration for having both weeks without overlap. The community is sustained by the fair related revenue and racing fans, new and old alike, and the region should not be left without a live racing venue.

### **In Mitigation, GGF Now has the Most Lucrative Betting Weekend of the Summer.**

Beginning in 2022, Del Mar moved its Pacific Classic weekend to Labor Day, a weekend when GGF races without overlap. Previously the Pacific Classic was during the HCF meet. This should make up for any revenue lost by GGF for no longer sharing a week with HCF.

### **The Community Has Been Tenacious about Sustaining Live Racing and their Facility.**

Live racing is vital to the Humboldt County economy. Sponsors, racing fans and individuals raised well over \$80,000 through the Ferndale Jockey Club and other fund-raising efforts to make up for their losses in conducting a live meet with overlap. Those monies were invested in assisting trainers with horse transportation, licensing, insurance, and racing incentives to supplement the fair horses electing to run at GGF during the overlap.

This locally sponsored fund contributed \$7,000 for a quarter horse stakes race, \$2,000 for each maiden race and \$2,000 for a non-winner in 2022 race. Attending horsemen, and their staff were treated to a fish fry, BBQ and received VIP status allowing them to feast on a lavish spread provided each race day in a designated VIP area.

The track, once again, was in impeccable condition, with no break down or incidents. Investments have been made to improve the stables, paddock, Winner's Circle, safety railings, and other improvements to ensure the quality of the facility going forward.

This should be the year that the CHRB takes the appropriate step of allowing HCF two weeks without overlap and with host status. The HCF cannot sustain with rising prices and an overlapped week where their expenses greatly exceed their revenue. The five remaining live racing fairs are important to the future of racing in the Northern California region. When HCF races without overlap, it contributes over \$200,000 per week to the CARF consolidated purse fund. Those funds are crucial to sustaining each of the remaining CARF fairs.

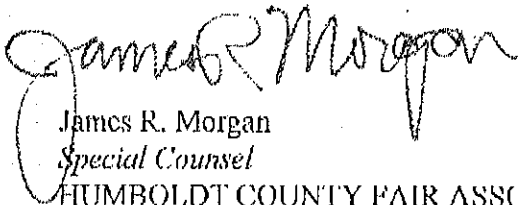
No live racing community has done more, per capita, than the supporters of the HCF, and yet, no live racing venue is more at risk solely due to the antiquated policy of allowing GGF to run a week in overlap with the HCF. Perpetuation of a racing schedule that allows any regional

Oscar Gonzales, Chairman  
Wendy Mitchell, Member  
Damascus Castellanos, Member  
Scott Chancy, Executive Director  
Cynthia Alameda, Assistant Executive Director  
Page 4  
September 9, 2022

overlap makes no economic sense and unnecessarily hastens the closure of the 127 year live racing tradition in Ferndale.

Your careful consideration of our request is critically important to the future of live racing in Humboldt County and in the four other remaining racing fairs as well. It would be our fervent desire that sometime, someday, each of you could experience the incomparable magic of a live race day at Ferndale. It remains the last boutique venue in California for live racing as it was always meant to be.

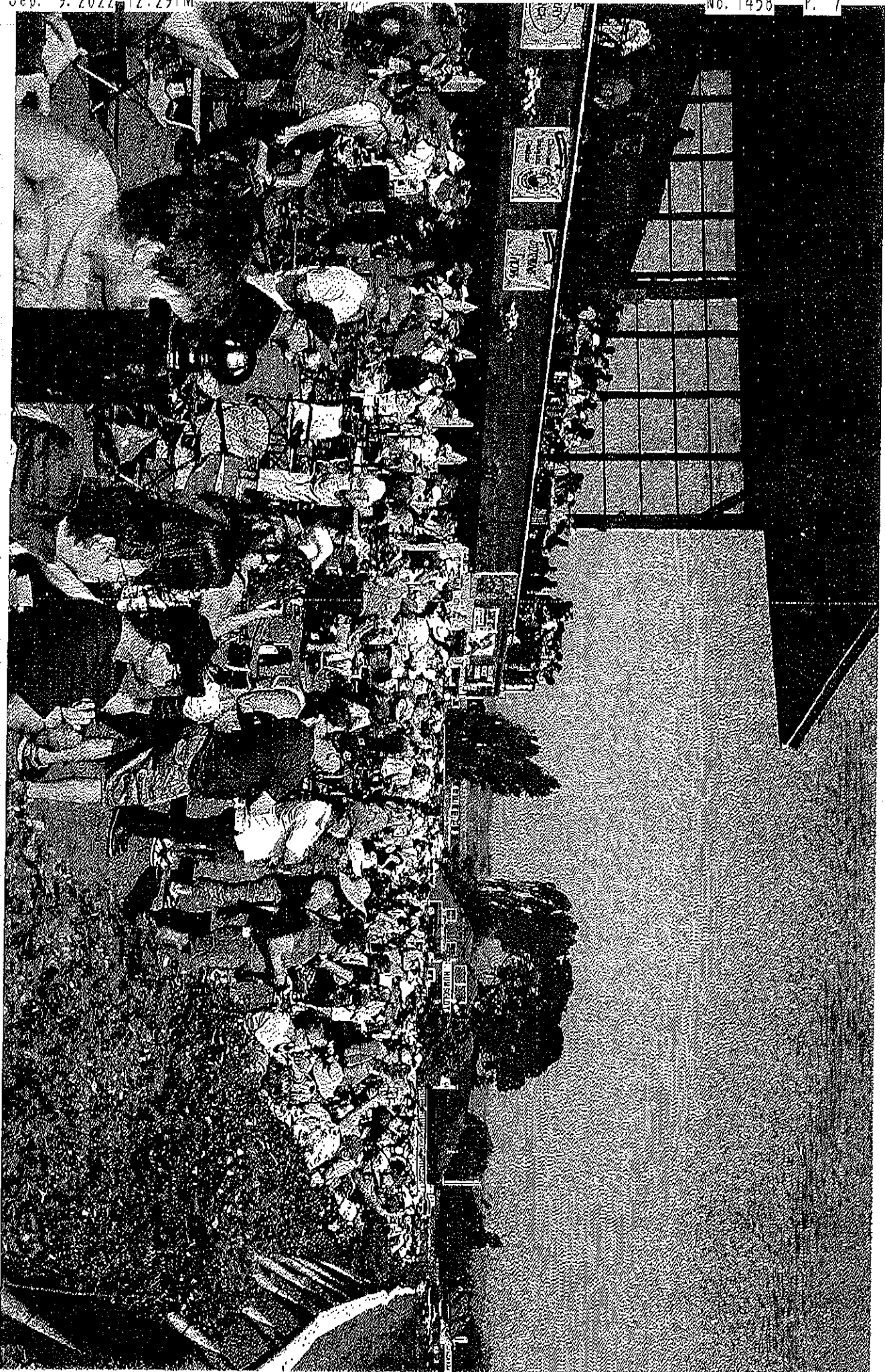
Respectfully submitted,

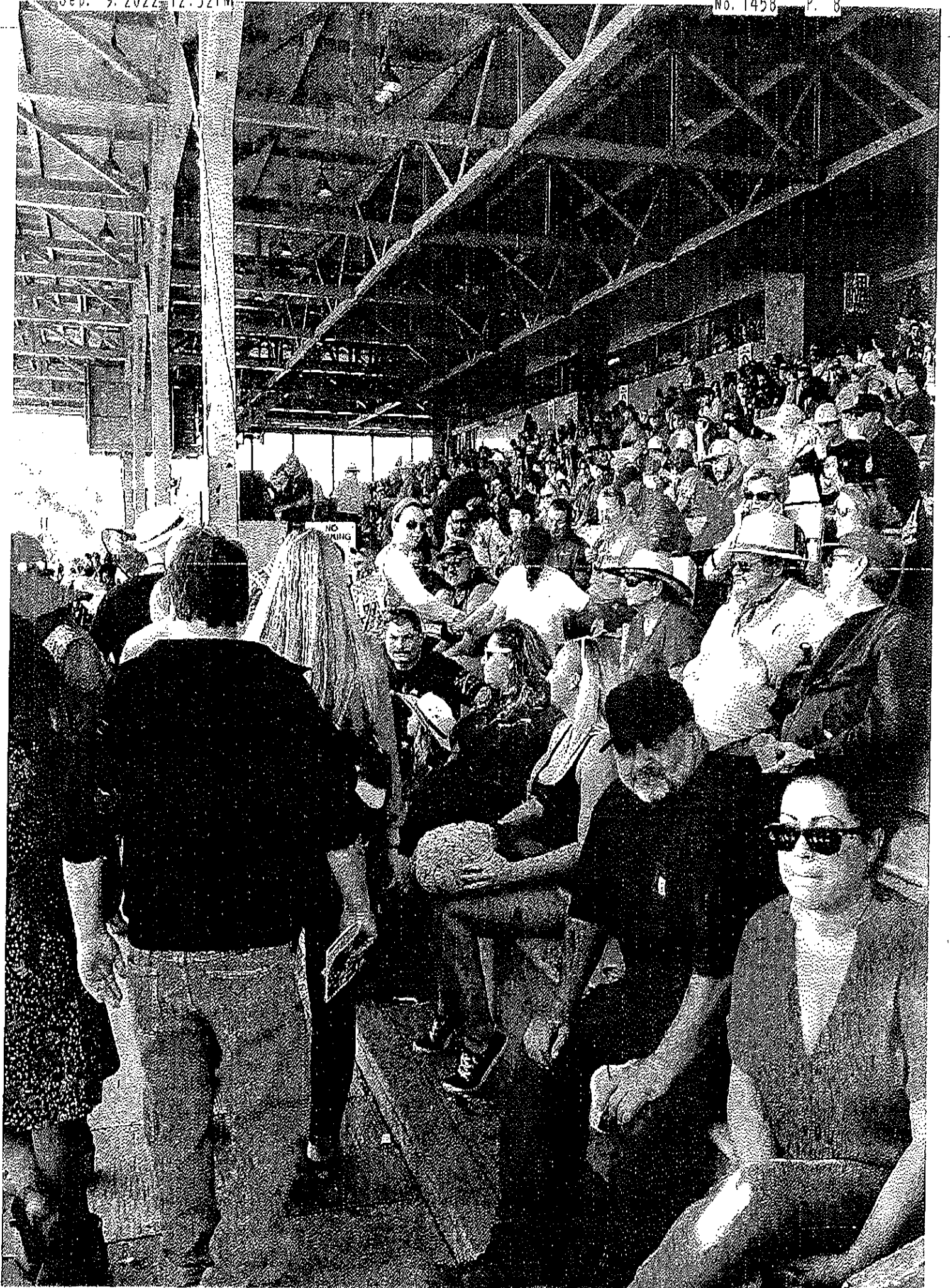


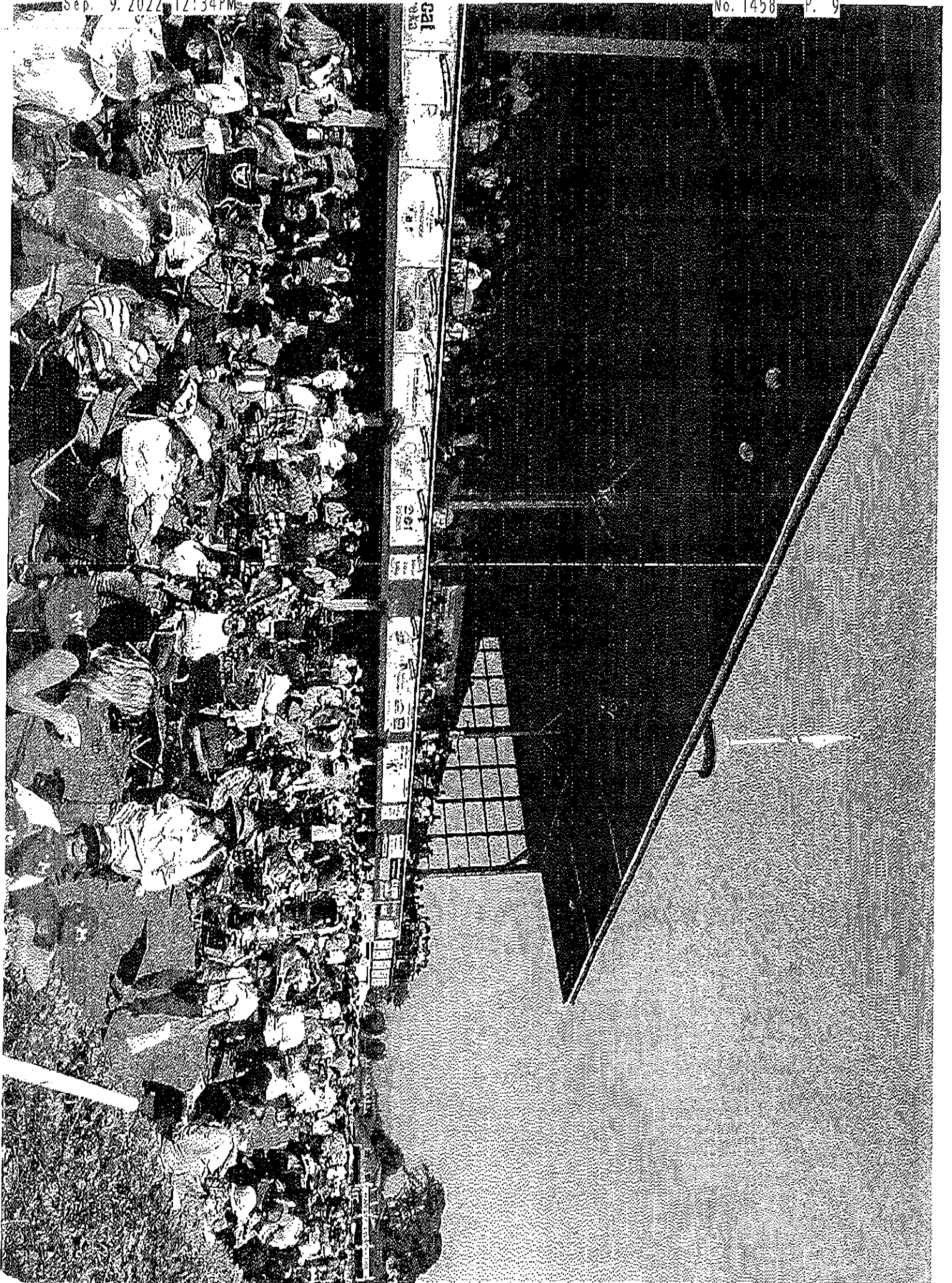
James R. Morgan  
*Special Counsel*

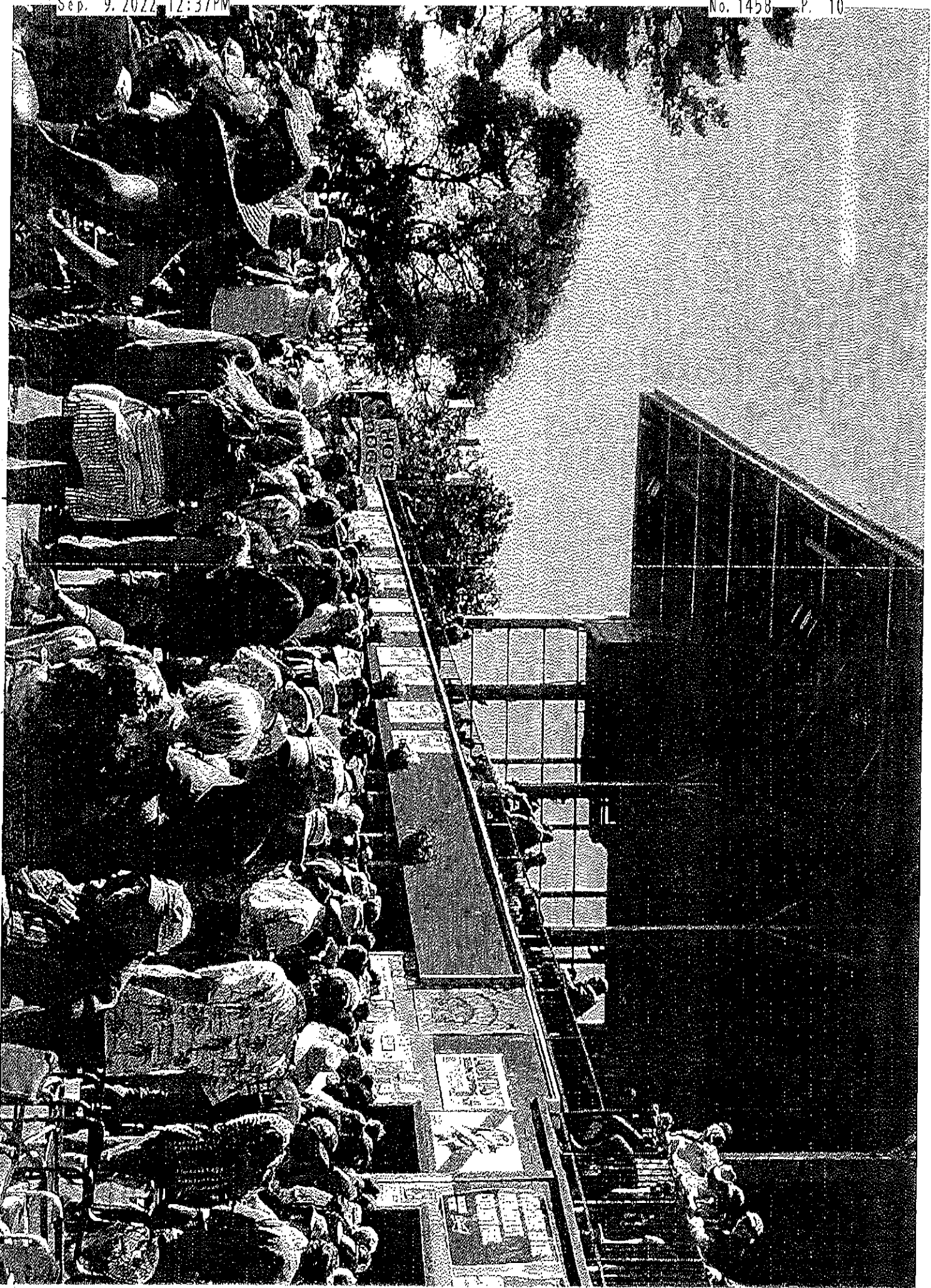
HUMBOLDT COUNTY FAIR ASSOCIATION  
Telephone: (925) 947-0200  
Facsimile: (925) 934-6092  
[james@morgan4law.com](mailto:james@morgan4law.com)

HCF PHOTOS











**SEVENTH RACE**  
**Ferndale**

5 FURLONGS. ( 57 ) ALLOWANCE. Purse \$15,000 ( plus \$2,940 CBOF - California Bred Owner Fund )  
FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON \$15,000 IN 2022. Three Year Olds,  
122 lbs.; Older, 126 lbs.

AUGUST 27, 2022

Value of Race: \$19,740 Winner \$11,700; second \$3,900; third \$2,340; fourth \$900; fifth \$450; sixth \$150. Mutuel Pool \$38,272.00 Exacta Pool \$14,288.00 Trifecta Pool \$11,504.00 Superfecta Pool \$5,324.00

Last Raced	Horse	M/E	Qt.	A.	Wt.	PP	St.	$\frac{a}{f}$	$\frac{b}{c}$	Str	Fin	Jockey	Odds \$1
13Aug22 0SR7	Strike It Lucky	L	bf	5	126	3	4	51	3 $\frac{1}{2}$	21	1hd	Goodgame R	1.60
21Aug22 6Fer3	Debt Monger	L	bf	5	126	6	6	6	42	3hd	23 $\frac{3}{4}$	Gonzalez O O	6.40
17Jly22 3Sac1	Dumb Luck	L		6	119	1	1	22	21 $\frac{1}{2}$	41 $\frac{1}{2}$	31 $\frac{1}{2}$	Rodriguez J E7	2.70
11Aug22 5Til1	Starboard List	L	b	6	126	2	2	1hd	12	1hd	4 $\frac{1}{2}$	Smith T E	6.50
5Aug22 1SR4	Stanford Bay	L	b	3	122	4	3	31	52	52 $\frac{1}{2}$	5 $\frac{3}{4}$	Garcia E	5.00
5Aug22 1SR3	Rhodium Runner	L	b	3	122	5	5	4hd	6	6	6	King M	6.80

OFF AT 5:29 Start Good. Won driving. Track fast.

TIME :233, :481, 1:013 ( :23.60, :48.31, 1:01.61 )

**\$2 Mutuel Prices:**

3 - STRIKE IT LUCKY	5.20	3.60	2.40
7 - DEBT MONGER		5.60	3.00
1 - DUMB LUCK			3.20

\$1 EXACTA 3-7 PAID \$11.30 \$1 TRIFECTA 3-7-1 PAID \$42.60  
10 CENT SUPERFECTA 3-7-1-2 PAID \$9.92

Dk. h or br. q, ( Mar ), by Lucky Pulpit - Heat Striker, by Unusual Heat. Trainer Guerrero Emilio. Bred by Mr & Mrs Larry D Williams (Cal).

STRIKE IT LUCKY was outsprinted, tracked the pace, rallied three wide on the second turn, got to terms, was engaged by the runner up and dug in determinedly to get the nod. DEBT MONGER had no speed, circled rivals four wide while allying on the second turn, got to terms with the winner, battled but missed. DUMB LUCK hustled along early, got outsprinted down the backstretch, pressed to the second turn, was outkicked to the stretch and finished evenly. STARBOARD LIST was sent for speed, got fanned out to the four path to the backstretch, edged away to the second turn then saved ground but tired in the final furlong. STANFORD BAY tracked the pace for three furlongs, shifted off the rail on the second turn but lacked a closing response. RHODIUM RUNNER was four wide to the backstretch, trailed to the stretch and did not rally.

Owners- 1, Boardshorts Stables LLC; 2, Aquino Angela M; 3, Scott Leon; 4, Harsiman Logan; 5, Orta J Roque and Orta Luciano; 6, Greiner Renee

Trainers- 1, Guerrero Emilio; 2, Aquino Angela M; 3, Howey Quinn; 4, Macfeyl Bruno; 5, Ramos Jesus; 6, Greiner Gary

Scratched- Lemon Zinger ( 14Aug22 0SR 0 )

\$1 Pick Three (3-1-3) Paid \$77.30; Pick Three Pool \$3,200.

\$2 Daily Double (1-3) Paid \$49.20; Daily Double Pool \$2,596.

50 CENT Pick Four (2/4-3-1-3/4) Paid \$67.65; Pick Four Pool \$8,573.

50 CENT Pick Five (1-2/4-3-1-3/4) 5 Correct Paid \$221.55; Pick Five Pool \$5,910.

20 CENT Pick 6 Jackpot (3-1-2/4-3-1-3/4) 6 Correct Paid

\$312.16; Pick 6 Jackpot Pool \$14,572 Carryover Pool \$220,155.

20 CENT Super High Five Jackpot (3-7-1-2-5) Paid \$35.62;

Super High Five Jackpot Pool \$1,200 Carryover Pool \$6,625.

Attendance: 5,016 Mutuel Pool: \$389,397.00



**\$200 DEPOSIT MATCH**  
**& FREE FORMULATOR**



**NINTH RACE  
Ferndale**

**AUGUST 20, 2022**

**1 1/2 MILES. ( 2:43 ) C. J. HINDLEY HUMBOLDT COUNTY MARATHON H. Purse \$20,000 ( plus \$3,150 Other Sources ) FOR THREE YEAR-OLDS AND UPWARD. By subscription of \$50 to accompany the nomination, \$200 additional to enter. \$500 to Supplement by noon, Wednesday, August 24, 2021, With \$20,000 Guaranteed, of which 60% to the winner, 20% to second, 12% to third, 6% to fourth and 2% to fifth. Weights Wednesday, August 24, 2022. Starters to be named through the entry box in the usual manner. High Weights Preferred.**

Value of Races: \$23,150 Winner \$14,200; second \$4,000; third \$2,700; fourth \$1,200; fifth \$150; sixth \$450; seventh \$450. Mutuel Pool \$50,100.00 Exacta Pool \$25,315.00 Trifecta Pool \$25,573.00 Superfecta Pool \$17,330.00

Last Raced	Horse	M/Eqt.	A.	WL	PP	1/4	1/2	1	1 1/2	Str	Fin	Jockey	Odds \$1
14Aug22 9SR2	Mount Pelliar	b	4	123	4	52	52	56	4 1/2	3rd	11	King M	0.50
5Aug22 7Dmr6	Honos Man	bf	6	126	2	6 1/2	6 1/2	4hd	31	1 1/2	2nk	Rodriguez J E	1.90
24Jly22 3Sac4	Agent Zero	b	6	121	7	32 1/2	3 1/2	22	50	55	3 1/4	Flores Pablo	18.60
7Aug22 1SR2	Wine and Whisky	b	5	123	1	4 1/2	4hd	32	2 1/2	4 1/2	4 1/4	Monroy F	5.70
10Aug22 2Dmr4	ColonelsdrkTemper	f	8	126	3	11	1 1/2	1 1/2	1 1/2	2hd	5 1/4	Figueroa O	1.10
14Aug22 4SR4	Canyon Crest		5	121	6	7	7	63	60	620	640	Smith T E	15.90
19Aug22 6Fer5	Lono		5	120	5	2hd	21	7	7	7	7	Go odgame R	25.90

**OFF AT 6:22 Start Good. Won driving. Track fast.**

**TIME :513, 1:182, 1:454, 2:134, 2:40, 2:54 ( :51.72, 1:18.59, 1:45.80, 2:13.81, 2:40.17, 2:54.04 )**

**\$2 Mutuel Prices:**

4 - MOUNT PELLIAR	19.00	6.20	3.40
2 - HONOS MAN		3.40	2.60
7 - AGENT ZERO			8.80

**\$1 EXACTA 4-2 PAID \$24.90 \$1 TRIFECTA 4-2-7 PAID \$473.50 10 CENT SUPERFECTA 4-2-7-1 PAID \$121.95**

Dic h or br g, (Mar), by Declaration of War - Hurricane Source-Ire, by Hurricane Run-Ire. Trainer Greiner Gary. Bred by Edward P Swyer & Allan Stable Inc (Ky).

MOUNT PELLIAR was unhurried to the stretch the second turn but was caught in some traffic and had to check, again settled to the final turn then rallied four wide to the stretch, continued to respond and edged clear late. HONOS MAN had no speed, saved ground on the final bend, pushed to the front into the stretch then could not stall the winner. AGENT ZERO tracked the pace for a mile, bid two wide to the stretch but was outkicked to mid stretch then slayed on determinedly. WINE AND WHISKY was allowed to settle for a mile, bid two wide on the final turn but could not make an impact in the drive. COLONEL SDARKTEMPER set the pace for a mile and a quarter, resisted to the stretch then tired. CANYON CREST had no speed, saved ground on all the turns but lacked a closing response. LONO pressed the pace for a mile then gave way, stopped, was eased but walked off.

Owners- 1, Greiner Renee; 2, Scott Leon; 3, Branch William A; 4, Fernandez Robert Tamayo Isidro and Tipton John; 5, Herbertson Scott; 6, Marlin Jill A; 7, Williams Gabriel A

Trainers- 1, Greiner Gary; 2, Howey Quinn; 3, Meler Monty R; 4, Tamayo Isidro, 5, Wong Jonathan; 6, McDonald Melanie W; 7, Williams Gabriel A

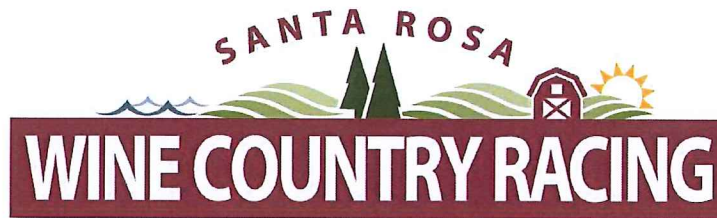
- \$2 Daily Double (4-4) Paid \$22.00; Daily Double Pool \$5,387.
- \$1 Pick Three (1-4-4) Paid \$516.70; Pick Three Pool \$6,203.
- 50 CENT Pick Four (5-1-4-4) Paid \$2,615.55; Pick Four Pool \$13,953.
- 50 CENT Pick Five (2/6-5-1-4-4) 5 Correct Paid \$11,493.35; Pick Five Pool \$15,329.
- 20 CENT Pick 6 Jackpot (1-2/6-5-1-4-4) 6 Correct Paid \$7,398.22; Pick 6 Jackpot Pool \$49,350 Carryover Pool \$242,350.
- 20 CENT Super High Five Jackpot (4-2-7-1-3) Paid \$69.28; Super High Five Jackpot Pool \$5,486 Carryover Pool \$9,092.

Attendance: Unavailable Mutuel Pool: \$565,550.00

**DRIVE**

**\$200 DEPOSIT MATCH  
& FREE FORMULATOR**





October 4, 2022

Hon. Oscar Gonzales  
Chair, Racing Dates Committee  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Chairman Gonzales,

Unfortunately, I was unable to attend the September Racing Dates Committee meeting and as such I would like to insure that what we are proposing for the Sonoma County Fairgrounds 2023 race dates is clear.

In 2016 and 2017, Sonoma County Fair ran two weeks of live horse racing simultaneous with our annual Fair and one week without a Fair. This third week was called a "bonus week". This additional week was very successful, even though it did not occur in conjunction with a traditional Fair.

We are proposing that our meet begin on July 26<sup>th</sup> and end on August 15<sup>th</sup>. The first week's racing would run concurrent with our annual Fair Horse show and some grounds entertainment, with the final two weeks of racing running with the full fair. The non-Fair racing week would have daily food and beverage specials and provide the opportunity for race fans to purchase box seats that are typically only available to season box holders during the Fair.

We feel that the following points, as outlined in our September 07, 2022 letter, support our request for a third week of racing.

- Our on-track attendance and handle have consistently been higher than those in Sacramento.
- On average, Sonoma County Fair generates higher purses than any other fair. We feel that a three week meet will further strengthen purse generation and allow us to continue to pay some of the highest purses in the fair circuit.
- The Sonoma County Fair made a significant investment in Fair racing by installing a turf course; the only one in the Northern California fair racing circuit. To ensure the utmost safety of our horses and jockeys, we have added a new state-of-the-art Duralock turf rail. A three

week meet will help Santa Rosa continue to fund facility improvements and maintain its level of excellence.

- The horsemen have expressed to management that they would like to run for three weeks again in Santa Rosa. More specifically, they have commented on the excellent condition and safety of both our dirt and turf surfaces, the quality of facility accommodations, and the temperate climate that is more like that of Golden Gate Fields.

Commissioner Gonzales, we appreciate your thoughtful consideration of our request and hope that you might be a champion for the Sonoma County Fairground's request for an additional week of Live Horseracing.

Sincerely,



Rebecca Bartling  
CEO, Sonoma County Fairgrounds  
Wine County Racing

CC: Scott Chaney, Executive Director CHRB

STAFF ANALYSIS  
DISCUSSION AND ACTION REGARDING REQUESTING AN EXEMPTION FROM  
THE HORSERACING INTEGRITY AND SAFETY AUTHORITY REGARDING THE USE  
OF FUROSEMIDE FOR THOROUGHBREDS OTHER THAN 2-YEAR OLDS AND  
THOSE COMPETING IN STAKES RACES.

Regular Board Meeting  
October 20, 2022

ISSUE:

The California Horse Racing Board (“Board”) staff seeks Board approval to request an exemption from the Horseracing Integrity and Safety Act of 2020 (“Act) (15 U.S.C. Sec 3051, et. seq.) to permit the use of furosemide (Lasix) in horses other than 2-year-olds or covered horses in stakes races. Obtaining this exemption will allow California racing to continue under its current rules until the Horseracing Integrity and Safety Authority (“Authority”) issues any recommended changes on the use of furosemide by January 1, 2026, a deadline set under the Act.

ANALYSIS:

The Act prohibits the administration of any prohibited or otherwise permitted substance to a covered horse within 48 hours of its next racing start, operative as of the effective date of the horseracing anti-doping and medication control program. (15 U.S.C. § 3055(d).) The anticipated effective date of this program is January 1, 2023. However, for the first three years of the Act, a state racing commission may request an exemption so long as it does not apply to two-year old covered horses or covered horses competing in stakes races. (§ 3055 (f)(1)-(2).)

An exemption request must specify the applicable state racing commission’s requested limitations on the use of furosemide that would apply to the State during the three-year period. Such limitations may be no less restrictive on the use and administration of furosemide than the restrictions set forth in the State’s laws and regulations in effect as of September 1, 2020. (§ 3055 (f)(3).)

Under the Act, the Authority is required to grant the requested exemption and allow the use of furosemide on covered horses in the applicable State in accordance with the requested limitations. (§ 3055 (f)(4).) Therefore, this request to the Authority by the Board will be approved and remain valid for approximately three years – should that be the desire of the Board. According to the Authority’s September 19, 2022 letter to CHRB Executive Director Scott Chaney (attached), if a racing jurisdiction wishes for the exemption to apply beginning on January 1, 2023, the request must be submitted no later than November 17, 2022.

BACKGROUND:

In March 2020, the Board approved amendments to CHRB Rule 1845 to prohibit the use of furosemide in 2-year-olds. The rule also reduced the maximum allowable dose of furosemide from 500 mg to 250 mg. These changes became effective October 1, 2020. In addition, California began banning the use of furosemide in most stakes races via medication agreements in 2021. Accordingly, obtaining a furosemide exemption from the Authority will allow California racing to continue under its current restrictions until any further changes are made by the Authority.

RECOMMENDATION:

This item is presented for Board discussion and action.

Horseracing Integrity and Safety Authority  
401 W Main Street, Suite 222  
Lexington, Kentucky 40507

September 19, 2022

Dear Racing Commission Executive Director,

Pursuant to 15 U.S.C. § 3055(f), of the Horseracing Integrity and Safety Act of 2020 (the “Act”), a State racing commission may submit to the Horseracing Integrity and Safety Authority (the “Authority”) a request for an exemption from the prohibition in subsection section 3055(d) against the use of furosemide (Lasix) in Covered Horseraces other than for two-year-old Covered Horses and Stakes races. This exemption may be requested during some or all of the three-year period beginning on the effective date of the Anti-doping and Medication Control (ADMC) Program. HISA has proposed to the Federal Trade Commission that the ADMC Program effective date be January 1, 2023, but this is subject to final approval by the Federal Trade Commission. For your reference, the text of the applicable provision of the Act is set forth below:

(f) EXEMPTION.—

(1) IN GENERAL.— Except as provided in paragraph (2), only during the three-year period beginning on the program effective date, a State racing commission may submit to the Authority, at such time and in such manner as the Authority may require, a request for an exemption from the prohibition in subsection (d) with respect to the use of furosemide on covered horses during such period.

(2) EXCEPTIONS.— An exemption under paragraph (1) may not be requested for—

(A) two-year-old covered horses; or

(B) covered horses competing in stakes races.

(3) CONTENTS OF REQUEST.— A request under paragraph (1) shall specify the applicable State racing commission's requested limitations on the use of furosemide that would apply to the State under the horseracing anti-doping and medication control program during such period. Such limitations shall be no less restrictive on the use and administration of furosemide than the restrictions set forth in State's laws and regulations in effect as of September 1, 2020.

(4) GRANT OF EXEMPTION.— Subject to subsection (e)(3), the Authority shall grant an exemption requested under paragraph (1) for the remainder of such period and shall allow the use of furosemide on covered horses in the applicable State, in accordance with the requested limitations.

If your racing jurisdiction elects to seek the exemption described above, please complete and submit the attached form, certified by an individual authorized to sign on behalf of your Commission, at least forty-five (45) days prior to the first Covered Horserace scheduled to be conducted in your jurisdiction on or after January 1, 2023. For example, if your jurisdiction wishes for the exemption to apply to Covered Horseraces beginning on January 1, 2023, the request must be submitted to the Authority no later than November 17, 2022.

Furosemide Exemption Request Letter  
September 19, 2022  
Page Two

The request and accompanying documentation may be submitted in hardcopy to the Authority at:

Horseracing Integrity and Safety Authority  
Attn: Director of State Racing Commission Relations  
401 West Main Street, Suite 222  
Lexington, Kentucky 40507

And/or by e-mail to:

Marc Guilfoil, Director of State Racing Commission Relations  
[marc.guilfoil@hisaus.org](mailto:marc.guilfoil@hisaus.org) with a copy to me at [lisa.lazarus@hisaus.org](mailto:lisa.lazarus@hisaus.org)

Sincerely,



Lisa Lazarus  
CEO  
[lisa.lazarus@hisaus.org](mailto:lisa.lazarus@hisaus.org)

cc: Marc Guilfoil  
Enclosure

**REQUEST FOR EXEMPTION FROM 15 USC § 3055(d) LIMITATIONS ON USE OF  
FUROSEMIDE**

1. Please state the name of State Racing Commission requesting exemption:

\_\_\_\_\_

2. If required under state law, please state the date that the State Racing Commission authorized this request for exemption.

\_\_\_\_\_

3. Please submit herewith a copy of the resolution or minutes of your Commission authorizing this exemption request or other basis for the authority to make this exemption request.

4. Proposed exemption period (not later than three years after medication control program effective date)\*:

\_\_\_\_\_

5. Please submit herewith a true and accurate copy of your State regulation(s) in effect as of September 1, 2020, regarding use and administration of furosemide.

6. Please submit herewith your Commission's proposed limitations on the use of furosemide that would apply to your State under the Anti-Doping and Medication Control Program during the exemption period.

7. Are the submitted proposed limitations on the use and administration of furosemide no less restrictive than those in effect in your State on September 1, 2020?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

*\* HISA has proposed to the Federal Trade Commission that the Anti-doping and Medication Control program effective date begin January 1, 2023, but this effective date and the Anti-doping and Medication Control Program regulations are subject to final approval by the Federal Trade Commission.*

I hereby certify that I am duly authorized to submit this request on behalf of the identified Racing Commission and that the statements contained herein and the documents submitted herewith are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

STAFF ANALYSIS  
DISCUSSION AND ACTION REGARDING AUTHORIZING STAFF TO PURSUE A  
2023 LEGISLATIVE PROPOSAL TO AMEND HEALTH AND WELFARE FUNDING  
MECHANISMS FOR JOCKEYS AND BACKSTRETCH WORKERS TO PROVIDE  
FINANCIAL STABILITY TO THOSE PROGRAMS THAT ARE PARTIALLY  
DEPENDENT ON BRICK-AND-MORTAR DISTRIBUTIONS.

Regular Board Meeting  
October 20, 2022

ISSUE:

The California Horse Racing Board (“Board”) staff seeks Board approval to pursue a 2023 legislative proposal to stabilize and increase funding for health and welfare programs that serve California jockeys and backstretch workers.

ANALYSIS:

Although language is still in development, the intent of the proposal is to shift one or more of the existing statutory distributions in Horse Racing Law based on brick-and-mortar wagering to an existing statutory distribution based on Advance Deposit Wagering (ADW).

BACKGROUND:

Since the inception of ADWs in California in 2002, wagering on horse races at brick-and-mortar facilities has decreased while online wagering on horse races has skyrocketed. This migration was accelerated during the pandemic when virtually all brick-and-mortar facilities were closed even as live racing continued. Unfortunately, Horse Racing Law (Bus. & Prof. Code §19400 et seq.) codifies several charitable or welfare related distributions that are based on wagering at these brick-and-mortar facilities. Specifically, uncashed parimutuel ticket and unclaimed parimutuel ticket distributions go directly to health and welfare programs (e.g., health, dental, and vision benefits) for jockeys and backstretch workers, respectively, and are therefore dependent upon in-person wagering. Prior to the pandemic, distributions into these health and welfare programs were in steady decline with the increase in bettors wagering via ADW. The closure of brick-and-mortar wagering facilities during the pandemic only exacerbated the issue and all funding for these programs effectively disappeared. All the while, health care costs continue to increase.

The CHRB must submit its 2023 proposal(s) to the Business, Consumer Services and Housing Agency by October 21, 2022. Final proposals are submitted to the Governor’s Office on November 7, 2022. All bill proposals are required to meet at least one of the following criteria: 1.) saves money, 2.) creates efficiencies, 3.) conforms to federal law, 4.) necessary to avoid programmatic issues. Staff believes stabilizing health and welfare programs meets criteria number four – it is necessary

to avoid programmatic issues.

RECOMMENDATION:

This item is presented for Board discussion and action.

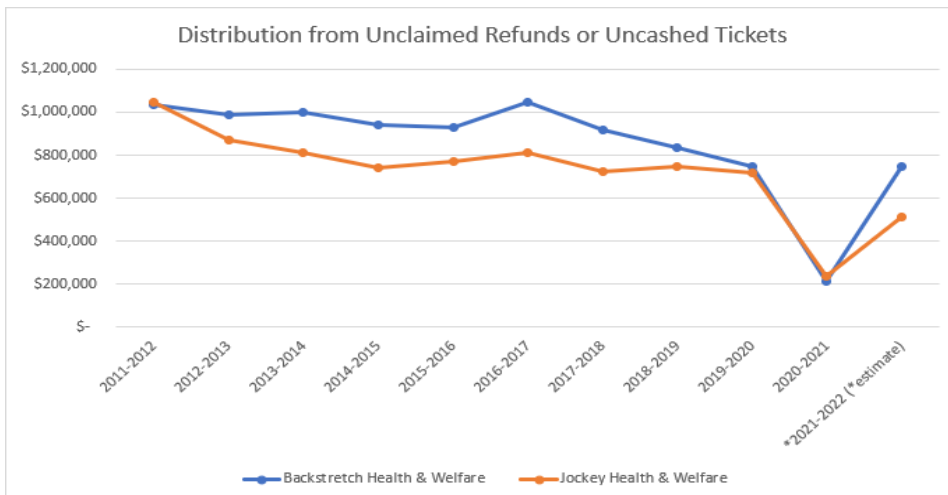
## California ADW Retirement Handle & Retirement Funds Generated Per Statute 19604 (i)

Calendar Year Total	Total Handle	Jockeys Retirement	Backstretch Pension	Backstretch Health and Welfare	Total	Amount Generated with No \$2M Cap
2012	480,984,542	709,453	496,617	212,836	1,418,905	1,418,904
2013	514,696,900	759,179	531,425	227,754	1,518,357	1,518,356
2014	556,748,294	821,205	574,843	246,361	1,642,409	1,642,407
2015	590,839,185	871,489	610,042	261,446	1,742,977	1,742,976
2016	597,961,484	881,994	617,395	264,598	1,763,988	1,763,986
2017	624,070,498	920,505	644,353	276,151	1,841,009	1,841,008
2018	681,654,026	1,005,441	703,808	301,632	2,010,881	2,010,879
2019	676,373,322	997,652	698,356	299,295	1,995,303	1,995,301
2020	1,171,830,106	1,000,016	700,011	300,005	2,000,031	3,456,899
2021	1,175,314,282	1,000,007	700,004	300,002	2,000,013	3,467,177
<b>Total:</b>	<b>7,070,472,640</b>	<b>8,966,939</b>	<b>6,276,853</b>	<b>2,690,080</b>	<b>17,933,872</b>	<b>20,857,894</b>

**Distributions per BPC 19604 (i):** Amounts distributed under this section shall be proportionally reduced by an amount equal to 0.00295 multiplied by the amount handled on advance deposit wagers originating in California for each racing meeting, except for harness racing meetings, provided that the amount of this reduction shall not exceed two million dollars (\$2,000,000). The method used to calculate the reduction in proportionate share shall be approved by the board. The amount deducted shall be distributed as follows: (1) (A) Fifty percent of the money to the board to establish, and to administer jointly with the organization certified as the majority representative of California-licensed jockeys pursuant to Section 19612.9, a defined contribution retirement plan for California-licensed jockeys who retired from racing on or after January 1, 2009. (B) A person becomes a participant in the retirement plan when the person is licensed as a jockey in California. (2) The remaining 50 percent of the money shall be distributed as follows: (A) Seventy percent shall be distributed to supplement the trainer-administered pension plans for backstretch personnel established pursuant to Section 19613. Moneys distributed pursuant to this subparagraph shall supplement, and not supplant, moneys distributed to that fund pursuant to Section 19613 or any other provision of law. (B) Thirty percent shall be distributed to the welfare fund established for the benefit of horsemen and backstretch personnel pursuant to subdivision (b) of Section 19641. Moneys distributed pursuant to this subparagraph shall supplement, and not supplant, moneys distributed to that fund pursuant to Section 19641 or any other provision of law.

OTHER DISTRIBUTIONS: FISCAL YEAR	Pari-mutuel Handle TOTAL	Unclaimed Tickets	Unclaimed Refunds
		Backstretch Health & Welfare	Jockey Health & Welfare
2011-2012	\$ 2,888,835,972	\$ 1,037,096	\$ 1,048,597
2012-2013	\$ 3,039,604,194	\$ 986,678	\$ 871,311
2013-2014	\$ 3,144,249,753	\$ 1,000,981	\$ 810,852
2014-2015	\$ 3,095,263,930	\$ 938,848	\$ 743,380
2015-2016	\$ 2,904,499,795	\$ 930,260	\$ 769,291
2016-2017	\$ 2,989,969,720	\$ 1,046,452	\$ 810,112
2017-2018	\$ 3,181,903,942	\$ 918,004	\$ 723,108
2018-2019	\$ 2,907,382,828	\$ 836,090	\$ 747,833
2019-2020	\$ 2,803,587,091	\$ 746,148	\$ 716,964
2020-2021	\$ 2,968,092,524	\$ 211,796	\$ 237,746
2021-2022*	\$ 3,239,728,525	\$ 745,740	\$ 513,341

\* Estimated



## Agenda Item 9

### STAFF ANALYSIS DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED ADDITION OF CHRB RULE 1867.2, ADMINISTRATION OF MULTIPLE INTRA- ARTICULAR INJECTIONS, TO ESTABLISH A RULE FOR HORSES RECEIVING MULTIPLE INTRA-ARTICULAR INJECTIONS.

Regular Board Meeting  
October 20, 2022

#### ISSUE:

The California Horse Racing Board (“Board”) is proposing an additional rule regulating the administration of multiple intra-articular injections. The intent in proposing this rule is to continue the extensive efforts to further reduce the number of catastrophic injuries occurring during racing and training.

#### ANALYSIS:

The proposed rule was drafted in collaboration with regulatory veterinarians and industry partners and informed by available data on horse injuries. As proposed, the rule requires horses treated with a third intra-articular (IA) injection with any agent in the same joint within a 60-day period to be placed on the Veterinarian’s List for a 30-day period.

#### BACKGROUND:

The proposed rule was originally brought before the Medication, Safety, and Welfare Committee at a meeting held on July 13, 2022. During the discussion several issues of concern were raised including addressing the difference between an IRAP injection and a corticosteroid injection, the protocol for both multiple and single injections and jurisdictional or regional differences in the regulation of IA injections that would impact the ability of the board to regulate effectively in this area. Additionally, the prescribed treatments between different breeds were also discussed. Further, the importance of monitoring and diagnostic follow up procedures were identified as key necessary components for any proposed rule regulating this activity. Ultimately, given the documented occurrences of either administration of a high number of IA injections within a short period or multiple administrations occurring over a longer period without follow up diagnostics, as well as some racing associations considering or implementing house rules to restrict this activity, the determination was made that regulation of this activity by the board was needed. Given that CHRB Rule 1866 allows Official Veterinarians to require diagnostics of any horse placed on the Veterinarian’s List, the proposed rule was drafted requiring horses that receive multiple IA injections to be placed on the Veterinarian’s List for a specified period, addressing both the need for monitoring and creating the opportunity to address any needed diagnostic follow up procedures.

#### RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA HORSE RACING BOARD  
TITLE 4. CALIFORNIA CODE OF REGULATIONS  
DIVISION 4. CALIFORNIA HORSE RACING BOARD  
ARTICLE 15. VETERINARY PRACTICES  
PROPOSED ADDITION OF RULE 1867.2,  
ADMINISTRATION OF MULTIPLE INTRA-ARTICULAR INJECTIONS

1867.2. Administration of Multiple Intra-articular Injections

- (a) Horses treated with a third intra-articular (IA) injection with any agent in the same joint within a 60-day period shall be placed on the Veterinarian's List for a 30-day period. The first day of any 60-day period begins on the date of any reported IA injection and includes the 60th day following the date of any IA injection.
- (b) The day after the third IA injection that occurs within any 60-day period is the first day on the Veterinarian's List. The horse shall be removed from the Veterinarian's list for multiple IA injections on the day following the 30th day of the third IA injection occurring in any 60-day period. A horse on the Veterinarian's List for multiple reasons must meet the criteria required for removal for each reason.

NOTE:

Authority cited: Sections 19440, 19562, 19580 and 19581, Business and Professions Code.

Reference: 19440, 19580 and 19581, Business and Professions Code.

CALIFORNIA HORSE RACING BOARD

October 20, 2022

REGULAR BOARD MEETING

**There is no board package material for Item 10**

CALIFORNIA HORSE RACING BOARD

October 20, 2022

REGULAR BOARD MEETING

**There is no board package material for Item 11**

CALIFORNIA HORSE RACING BOARD

October 20, 2022

REGULAR BOARD MEETING

**There is no board package material for Item 12**